

ADDENDUM: 3/8/22 BOARD MEETING

1. **E-Rate Service Agreement:**

Resolved, upon the recommendation of Superintendent Pawlik and Business Manager Burke that the attached three-year agreement with Windstream be approved to replace our current Comcast 1Gbps WAN connection that is servicing Ferrell and Renn Elementary Schools. The new agreement will provide an increased 2.5Gbps service to those locations. This service was part of an e-rate bid and Windstream was selected as the winning vendor. **--resolution required**

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT (“Amendment”) effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the “Agreement”), by and between East Lycoming School District (“Customer”) and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer’s bill (“Windstream”).

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2418619, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

East Lycoming School District

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

WINDSTREAM

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

Account Summary

Customer Name	East Lycoming School District
Quote #	2418619
Windstream Kinetic Representative	Ronnie Jones
Contract Term Length	36 Months
Effective Date	March 4, 2022
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Point to Point	\$1,500.00	\$0.00
Total	\$1,500.00	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at <https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned by 4/18/2022.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
EAST LYCOMING SCHOOL	\$750.00	\$0.00	\$0.00
Renn Elementary	\$0.00	\$0.00	\$0.00
Ferrell Elementary	\$750.00	\$0.00	\$0.00

Location Detail

Location Name	EAST LYCOMING SCHOOL	Account Number	204177403
Location Address	349 CEMETERY ST , HUGHESVILLE, PA 17737	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$750.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Point to Point			
A Location	1	\$0.00	\$0.00
Z Location	1	\$0.00	\$0.00
Point to Point - 2.5 Gb - Intrastate	1	\$750.00	\$750.00
Total			\$750.00

Location Detail

Location Name	Renn Elementary	Account Number	216608078
Location Address	183 SCHOOL LN , LAIRDSVILLE, PA 17742-9714	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$0.00

Location Detail

Location Name	Ferrell Elementary	Account Number	216608079
Location Address	34 COURT ST , PICTURE ROCKS, PA 17762-	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$750.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Point to Point			
A Location	1	\$0.00	\$0.00
Z Location	1	\$0.00	\$0.00
Point to Point - 2.5 Gb - Intrastate	1	\$750.00	\$750.00
		Total	\$750.00

Jurisdictional Traffic Certification

THIS JURISDICTIONAL TRAFFIC CERTIFICATION (“Certification”) is between Windstream and East Lycoming School District (“Customer”), and supplements the Service Agreement identified by Quote # 2418619 (“Agreement”) between Windstream and Customer (“Parties”).

WHEREAS, Windstream and its affiliates are subject to certain Federal Communications Commission (“FCC”) jurisdictional classification reporting requirements;

WHEREAS, Customer has ordered certain Services that are considered private line or similar;

WHEREAS, to comply with the FCC reporting requirements, Windstream’s customers subscribing to private line or similar services must provide a traffic usage certification as outlined herein;

WHEREAS, private line services may be used to either carry telecommunications traffic within only the Customer’s state (intrastate) or 10% or greater of the telecommunications traffic is carried outside of the state (interstate);

WHEREAS, the classification of Customer’s traffic is directly related to the amount of Federal Universal Service Fund (“FUSF”) surcharges assessed on the Services;

WHEREAS, based on information from the Customer, Windstream has classified the services as interstate or intrastate on the Quote;

WHEREAS, the Customer certifies to the classification as follows:

1. Customer certifies that Services labeled as intrastate or interstate on the Quote are correct and meet the descriptions below:
 - a. Intrastate Services – Either no telecommunications traffic or less than 10% of telecommunications traffic will cross a state border.
 - b. Interstate Services – Either all telecommunications traffic or more than 10% of telecommunications traffic will cross the state border.
2. Customer acknowledges that Windstream’s determination of applicability of the FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event that Windstream exempts Customer from the payment of the FUSF Surcharges based upon this Certification, and Windstream later determines that the Certification is incorrect, then Windstream may bill Customer, and Customer will pay, any and all FUSF Surcharges that were not billed, plus applicable late fees. Customer agrees to indemnify and hold harmless Windstream from any and all claims arising from the information, representations or certifications made in this Certification.
3. Customer further acknowledges and agrees that: (i) it has a duty to update this certification within thirty (30) days to the extent to that its usage changes and this Certificate is no longer accurate; and (ii) Windstream may provide a copy of this Certificate to the Universal Service Administrator, the FCC, state regulatory agencies and taxing authorities, legal counsel, or an auditor.
4. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

I certify that the representations above are true and accurate and that I am duly authorized by Customer to make representation and certifications herein on behalf of Customer.

(Customer)

AUTHORIZED REP.

(PRINTED NAME):

SIGNATURE:

TITLE:

DATE: