

# **BOARD OF EDUCATION AGENDA**

**SPECIAL MEETING**  
March 21, 2024 - 3:45 PM

Niel Tam Educational Center - 2060 Challenger Drive Alameda, CA 94501

Ballena Conference Room

Adjournment will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board. Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7101 as soon as possible preceding the meeting.

## **IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION**

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes. The public may comment on each item listed as the item is taken up. The Board reserves the right to limit public comment on agenda items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

### **A. CALL TO ORDER**

1. Call to Order - 3:45 PM - Board of Education President Jennifer Williams will call the Special Board of Education Meeting to Order
2. Pledge of Allegiance - Board President Williams will lead the Pledge of Allegiance
3. Introduction of Board Members and Staff
4. Superintendent's Report - Superintendent Scuderi will give a brief report to the Board. The Board will not take action on this item.

### **B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, withdrawn, postponed, or rescheduled.**

### **C. ADOPTION OF THE CONSENT CALENDAR**

1. Certificated Personnel Actions
2. Approval of Facilities Bond Measure I and Measure B Contracts
3. Ratification of Contracts Executed Pursuant to Board Policy 3300

**D. CLOSED SESSION**

1. Public Comment on Closed Session Topics: The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes. For members of the public who are unable to attend in person, please send public comments related to Closed Session agenda items to: [publiccomments@alamedaunified.org](mailto:publiccomments@alamedaunified.org). Public comments received prior to 12:00 PM on March 20, 2024 will be distributed to the Board of Education prior to the meeting.
2. Adjourn to Closed Session - Board Members will meet privately for Closed Session to discuss the following topics:

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))

District designated representative: Timothy Erwin, Assistant Superintendent - Human Resources

Agency designated representative: Namita Brown, Attorney from Fagen Friedman Fulfrost, LLP:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

3. Closed Session Action Report

**E. ADJOURNMENT**

ALAMEDA UNIFIED SCHOOL DISTRICT  
SPECIAL AGENDA ITEM

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**Item Title:** Certificated Personnel Actions

**Item Type:** Consent

**Background:** *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

**AUSD LCAP Goals:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2023-2024 budget.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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ALAMEDA UNIFIED SCHOOL DISTRICT  
SPECIAL AGENDA ITEM

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**Item Title:** Approval of Facilities Bond Measure I and Measure B Contracts

**Item Type:** Consent

**Background:** Alameda voters approved Facilities Bond Measure I in November 2014 and approved Facilities Bond Measure B in June 2022.

As the bond schedules dictate, various contracts will come before the Board for approval. Contracts may include construction bid contracts, architectural services contract addenda, specialists/consultants agreements, etc. Staff has created a standing board item to keep the contracts for Measure I and Measure B separate from the approval of other district contracts.

1. (Fund 21, Measure B) Amendment No. 1 to Master Facilities Lease between AUSD and Alten Construction, Inc. for an increase of \$33,518.57 and a new total cost of \$43,518.57. (AHS Swim Center)

2. (Fund 21, Measure B) Amendment No. 2 to Master Facilities Lease between AUSD and Lathrop Construction Associates, Inc. for an increase of \$3,761,303.00 and a new total cost of \$4,630,335.00. (Temp Campus)

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fiscal Analysis**

**Amount (Savings) (Cost):** See attached contract(s) for detailed expenditures.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Alten Construction, Inc.	3/19/2024	Backup Material
☐ Lathrop Construction Associates, Inc.	3/19/2024	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT  
SPECIAL AGENDA ITEM

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**Item Title:** Ratification of Contracts Executed Pursuant to Board Policy 3300

**Item Type:** Consent

**Background:** On January 9, 2024, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Purchasing Manager.

Resolution Number 2023-2024.35 further limited the delegation to expenditures of less than \$114,500 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

The following contracts were awarded through RFP - E-Rate [Form 470 request 240009860](#), and are presented for ratification:

1. (Fund 01) Dedicated Ethernet Pricing Schedule Provided Pursuant to Custom Service Publication Rates and Terms between AUSD and AT&T for 60 months for a total cost of \$52,200.00. (50% paid by E-Rate)
2. E-Rate Rider - ATTACHMENT TO Pricing Schedule ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING between AUSD and AT&T Terms and Conditions Only.
3. (Fund 01) Switched Ethernet Services Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate) between AUSD and AT&T for 60 months with an estimated total cost of \$1,020,000.00. (50% paid by E-Rate)
4. E-Rate Rider - ATTACHMENT TO Pricing Schedule ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING between AUSD and AT&T Terms and Conditions Only.

***Note: Items #3&4 are still being finalized and will be uploaded by Thursday, March 21.***

**AUSD LCAP Goals:** 4. Ensure that all students have access to basic services.

**Fiscal Analysis**

**Amount (Savings) (Cost):** See attached contract(s) for detailed expenditures.

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:**

Shariq Khan, Assistant Superintendent of Business Services

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣	AT&T Dedicated Ethernet	3/19/2024	Backup Material
▣	AT&T E-Rate Rider Terms and Conditions	3/19/2024	Backup Material



**AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)  
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No. 201605112769UA

AT&T Contract ID No. ADE-N5RI6XS

Customer	AT&T
Alameda Unified School District Street Address: 2060 Challenger Drive City: Alameda State/Province: CA Zip Code: 94501 Country: USA	AT&T Corp., on behalf of the Participating Carriers defined below
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Robyn Odell Title: CTO Street Address: 2060 Challenger Drive City: Alameda State/Province: CA Zip Code: 94501 Country: USA Telephone: Email: rodell@alamedaunified.org	Name: Lori Kingshott Street Address: 805 Waingarh Way City: Danville State/Province: CA Zip Code: 94526 Country: USA Telephone: 925.323.3869 Email: lk1358@att.com Sales/Branch Manager: Laine SCVP Name: Congo Sales Strata: GEM Sales Region: West <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This AT&T Dedicated Ethernet Service (Service) Pricing Schedule (Pricing Schedule), between Customer and AT&T Corp., on behalf of the Participating Carriers defined below (AT&T), is effective when signed by the last of Customer and AT&T (Effective Date) and is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

**Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Service is Interstate or Intrastate.**

If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

<b>For AT&amp;T internal use only:</b>	Contract Ordering and Billing Number (CNUM):
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WK# - TCAL and ILEC - Intrastate-TBD	For AT&T Administrative Use Only
Please sign by December 26, 2024	Pricing Schedule No. _____
	Original Effective Date: _____

**AT&T DEDICATED ETHERNET (ILEC State Exchange)**  
**Pricing Schedule Provided Pursuant to Custom Terms**

**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

<b>Service</b>	AT&T Dedicated Ethernet
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**1.1. AT&T Dedicated Ethernet Service**

<b>AT&amp;T Dedicated Ethernet Participating Carrier(s)/Service Providers</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location (URL)</b>
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee	AT&T Ethernet Service Guide	<a href="https://cpr.att.com/pdf/commonEthServGuide.html">https://cpr.att.com/pdf/commonEthServGuide.html</a>
Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois		
Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana		
Michigan Bell Telephone Company, d/b/a AT&T Michigan		
Nevada Bell Telephone Company, d/b/a AT&T Nevada		
The Ohio Bell Telephone Company, d/b/a AT&T Ohio		
Pacific Bell Telephone Company, d/b/a AT&T California	AT&T Ethernet Service Guide	<a href="https://cpr.att.com/pdf/commonEthServGuide.html">https://cpr.att.com/pdf/commonEthServGuide.html</a>
	For Intrastate Access: AT&T California Service Publications, including Other Services Tariff, Section D12	<a href="https://cpr.att.com/pdf/ca/ca.htm">https://cpr.att.com/pdf/ca/ca.htm</a>
Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas	AT&T Ethernet Service Guide	<a href="https://cpr.att.com/pdf/commonEthServGuide.html">https://cpr.att.com/pdf/commonEthServGuide.html</a>
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin		
TC Systems, Inc.: Massachusetts and New York	AT&T Business Service Guide AT&T Dedicated Ethernet (TCAL)	<a href="https://serviceguidenew.att.com/sg_flashPlayerPage/ADE">https://serviceguidenew.att.com/sg_flashPlayerPage/ADE</a>
Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Iowa, Maine Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Utah, Vermont, Virginia, Washington, West Virginia and Wyoming.		

WK# - TCAL and ILEC - Intrastate-TBD  Please sign by December 26, 2024	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**1.2. Inside Wiring**

<b>Service</b>	AT&T Inside Wiring
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Participating Carrier/Service Provider	Service Publication	Service Publication Location
Same as the AT&T Participating Carriers/Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	<a href="https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf">https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf</a>

**1.3. Entrance Facility Construction**

<b>Service</b>	AT&T Entrance Facility Construction
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Participating Carriers/Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Entrance Facility Construction Attachment	<a href="https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf">https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf</a>

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	60 months
<b>Start Date of the Ethernet Payment Plan, a/k/a Minimum Payment Period, per Service Component</b>	Later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term
<b>PRICING SCHEDULE TERM AUTO-RENEWAL</b>	Not applicable to this Pricing Schedule

**3. ETHERNET PAYMENT PLAN A/K/A MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Charges Applied for Calculation of Early Termination Charges	Ethernet Payment Plan a/k/a Minimum Payment Period per Service Component
All quantities of Service Components listed in section 5	100% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

WK# - TCAL and ILEC - Intrastate-TBD  Please sign by December 26, 2024	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**4. ADDS; MOVES; and UPGRADES**

**4.1. Adds**

Orders for Service Components in excess of quantities listed in Section 5 (Adds) are not permitted.

**4.2. Moves**

Per applicable Service Publication

**5. RATES AND CHARGES; QUANTITIES; SITE CONFIGURATION**

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last 5 characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates control.
- Charges for special construction, if needed, may also apply.

**5.1. New Service**

This Pricing Schedule is Customer's order for any new Services shown in the table(s) below.

For each location where collocation is identified per the table(s) below, cross connect charges will apply under the applicable tariffs or other service publications.

Circuit Item #1					
Location A: 2060 CHALLENGER DR, ALAMEDA, CA 94501 Port Connection Speed: 10 GE LAN-PHY Collocation (Cross Connects apply): [Select] Optional Diversity Features: N/A			Location Z: 313 WINTON AV, HAYWARD, CA 94544 Port Connection Speed: 10 GE LAN-PHY Collocation (Cross Connects apply): [Select] Optional Diversity Features: N/A		
Circuit Level Options: Port Protection Plus: N/A Inter-Wire Center Diversity: N/A					
Service Components / USOC	Quantity New	MRC, per unit	Total MRC (Qty x MRC)	NRC, per unit (New Service Components only)	Total NRC (Qty x NRC)
Port Connection - 10 GE LAN-PHY EYXCT-EYFNX	2	\$435.00	\$870.00	\$0.00	\$0.00
Customer Conn Charge - 10 GE LAN-PHY EYXCT-NRBBL	2	\$0.00	\$0.00	\$0.00	\$0.00
Design CO Charge - 10 GE LAN-PHY EYXCT-NRBCL	1	\$0.00	\$0.00	\$0.00	\$0.00
Admin Charge - 10 GE LAN-PHY EYXCT-ORCMX	1	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL MRC for Service Components and Quantities listed above:			\$870.00	TOTAL NRC:	\$0.00

**End of Document**

UA Required ROME SR#: 616164 Opp# 1-N5RI6XS RLR: 1519577.1.1	<b>AT&amp;T and Customer Confidential Information</b> Page 4 of 4	[ade_LEC_ICB_ps_intrastate] PS V02.20.24 CT-Owner: kb2359 03/15/24]
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## E-Rate Rider

### ATTACHMENT TO Pricing Schedule ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T California** (AT&T) and **Alameda Unified School District** (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

**Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:**

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

#### CONFIDENTIAL INFORMATION

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-Rate Rider

### 6. Customer Must Choose A or B

#### A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.**

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

#### B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30<sup>th</sup> day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

### 7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

#### **CONFIDENTIAL INFORMATION**

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## E-Rate Rider

right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

### **8. Terms of Equipment Usage**

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

### **9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

### ***CONFIDENTIAL INFORMATION***

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## E-Rate Rider

replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

### **Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:**

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

### **10. USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

### **11. Reimbursement of USAC**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

### **CONFIDENTIAL INFORMATION**

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-Rate Rider

### 12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

### **CONFIDENTIAL INFORMATION**

*This agreement is for use by the authorized employees of the parties hereto only  
and is not for general distribution within or outside the companies.*

ALAMEDA UNIFIED SCHOOL DISTRICT  
SPECIAL AGENDA ITEM

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**Item Title:** Adjourn to Closed Session - Board Members will meet privately for Closed Session to discuss the following topics:

**Item Type:**

**Background:** Adjourn to Closed Session - Board Members will meet privately for Closed Session to discuss the following topics:

Conference with Labor Negotiators – (Govt. Code, §54957.6, subd. (a))  
District designated representative: Timothy Erwin, Assistant Superintendent - Human Resources  
Agency designated representative: Namita Brown, Attorney from Fagen Friedman Fulfroost, LLP:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

**AUSD LCAP Goals:** 1. Eliminate barriers to student success and maximize learning time.

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Recommendation:**

**AUSD Guiding Principle:**

**Submitted By:**

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