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AT&T Services, Inc.  
Government and Education  
47 Brewer Road  
Purvis, MS 39475

David C. Buck  
Account Manager  
Office (601) 264-4957  
iPhone (601) 310-1522

email – dave.buck@att.com

March 14, 2012

Kemper County School District  
Jackie Pollock  
Superintendent  
P. O. Box 219  
DeKalb, MS 39328

Dear Jackie:

We are pleased to share information about AT&T's proposal in response to RFP 4000 Month 72 Price Re-determination, and understand that a number of questions are swirling. Please see the information provided below; hopefully this will help to clarify details.

Key Points:

- To take advantage of the reduced prices, Letter of Agreement (LoA) Addendum #2 must be signed which includes a 36 month term accompanied by numerous "out" clauses including master contract termination or expiration, nonperformance, nonappropriation of funds, migration to other RFP 4000 services, etc.
- Introduction of the 36 month term is consistent with practices in the market place; competitors are asking for contract terms of 3, 5, and 7 years in duration.
- There is no requirement to sign LoA Addendum #2; current pricing with twelve month advance notice of intent to disconnect will still be available.

- Should the LoA Addendum #2 be signed, but the decision is subsequently made to transition services to a competitor, the termination liability assessed will be equal to 50% of the recurring charges billed for the specific service being disconnected times the number of months remaining on the contract term.
- Any subsequent pricing discounts associated with future price re-determination cycles will be available to customers who sign the LoA Addendum #2.
- Price quotes based on the proposed Month 72 Price Re-determination rates can be provided for your consideration.

I will be glad to work with you to explain the options available to you and answer any questions. Your business is very important to AT&T, and I look forward to assisting any way that I can. Additionally, I am eager to learn about any ongoing issues you may be experiencing so that we can do our very best to address them.

Thanks again for your patience and for your business.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Buck". The signature is stylized and cursive.

David C. Buck  
Account Manager  
Government/Education



This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between AT&T Mississippi, ("Company") and Kemper County Schools ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement,



Special Service Arrangement Agreement

Case Number MS12-0221-00

termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Mississippi.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

AT&T Mississippi  
Assistant Vice President  
2180 Lake Blvd., 7<sup>th</sup> Floor  
Atlanta, GA 30319

Subscriber

Kemper County Schools  
200 Philadelphia Road  
DeKalb, MS 39401-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service



Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at [www.att.com/servicepublications](http://www.att.com/servicepublications), all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at [www.att.com/servicepublications](http://www.att.com/servicepublications), as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



**Special Service Arrangement Agreement**

Case Number MS12-0221-00  
Option 1 of 1

Offer Expiration: This offer shall expire on: 5/25/2012.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

This Special Service Arrangement (SSA) provides for special construction charges associated with Support Structure/Conduit Placement – AT&T Owned for Metro Ethernet service

This Agreement provides a one-time charge.



**Special Service Arrangement Agreement**

Case Number MS12-0221-00  
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:  
Kemper County Schools

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company:  
AT&T Mississippi

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Except as provided in this Addendum, all the terms and conditions of State Contract number 4000-1, including any addenda, amendments or attachments thereto, shall remain in full force and effect.

This Addendum #2 to the Letter of Agreement is effective when signed below by the authorized representatives of the Customer and AT&T.

Customer: \_\_\_\_\_

AT&T Corp.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**FW: Metro Ethernet Upgrades**

Jackie Pollock

**Sent:** Monday, November 12, 2012 3:17 PM  
**To:** LBray@mde.k12.ms.us  
**Cc:** Jeri Cawthorn; Brice Ford; ww7514@att.com  
**Importance:** High  
**Attachments:** Addendum #2 LoA\_Mo 72 PR.pdf (57 KB)

Received & Inspected

JAN 02 2014

FCC Mail Room

The Kemper County School District is upgrading the network to Metro Ethernet. Will MDE upgrade the internet speed at the district office? Please review the forwarded email. Thanks.

From: WARWICK, WILLIAM A [ww7514@att.com]  
Sent: Monday, November 12, 2012 11:12 AM  
To: Jackie Pollock  
Subject: Metro Ethernet Upgrades

Jackie,

I have pulled everything together with the help of my Technical Sales Consultant, with help from Dave Buck, and from Brice Ford. My Technical Sales Consultant is refreshing the case for putting in entrance facilities for the one-time charge of \$23,599 that you filed for early this year. I will be forwarding you a document that needs your signature for that piece of the project to be done. I also need to get your signature on the 36 month Letter of Agreement that Britt and Dave based your erate quote on for this year and the next two years. I am including it in this email. You will be receiving another email from me for the entrance work. We are proceeding with 100 meg metro Ethernet service turn-up for your district office, and 10 meg metro Ethernet service for your 4 schools, including your Vo-tech. Since you are changing your data network out, will MDE be upgrading your internet speed at your district office for you?

Thanks!

Tony

Tony Warwick  
ATT Gov't/Education Account Manager  
601-592-6557 Office  
601-519-3509 Cell

## ADDENDUM #2 TO LETTER OF AGREEMENT FOR SERVICES

THIS ADDENDUM #2 ("Addendum") is made and entered into by and between AT&T Corp., on behalf of itself and its service-providing affiliate ("AT&T") and \_\_\_\_\_ ("Customer") to provide the services selected below (the "Services") from RFP No. 4000, State Contract number 4000-1.

(1) **Scope of Addendum:** AT&T agrees to provide requested Services at the pricing resulting from Month 72 Price Re-determination of RFP No. 4000-1, State Contract number 4000-1, which prices are memorialized and made available in Modification Items 38 through 44. The Services fall under the categories of Statewide Data and Voice Network Services and Internet Access and are comprised of the following:

*(Customer to select requested service(s) below)*

- SMARTRing® \_\_\_\_\_
- MPLS-attached Internet Access \_\_\_\_\_
- Managed Network VPN "NetVPN" \_\_\_\_\_
- Metro Ethernet \_\_\_\_\_
- Voice DNA® \_\_\_\_\_
- Ethernet Available Managed Internet Service (EaMIS) \_\_\_\_\_

In consideration for receipt of the Reduced Prices as to the services selected above, Customer agrees to the terms and conditions set forth below entitled Term and Early Termination Charge, only with respect to the Services:

(2) **Term.** The minimum service term ("Term") for each circuit is thirty-six (36) months. The Term begins upon service activation for each circuit.

(3) **Early Termination Charge.** If Customer terminates Service as to one or more circuits prior to the expiration of the Term applicable to the circuit, Customer will pay an Early Termination Charge equal to 50% of the monthly service charges for each circuit so terminated for the number of months that remains in the thirty-six month minimum service term at the time the Service is disconnected unless the services are disconnected for the reasons: non-appropriation of funds, breach of a material term of the Agreement by AT&T, nonperformance by AT&T, decline in service requirements, network optimization, network upgrades using other AT&T services under State Contract No. 4000-1, or upon the expiration or termination of the State Contract number 4000-1. Further, if at any point in time some of the Services are removed from State Contract number 4000-1, Customer may thereafter disconnect such services on 30 days written notice without incurring Early Termination Charges.

Except as provided in this Addendum, all the terms and conditions of State Contract number 4000-1, including any addenda, amendments or attachments thereto, shall remain in full force and effect.

This Addendum #2 to the Letter of Agreement is effective when signed below by the authorized representatives of the Customer and AT&T.

Customer: \_\_\_\_\_

AT&T Corp.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Kemper County Schools Ready to Upgrade Network**

BUCK, DAVID C [db2410@att.com]

**Sent:** Thursday, August 09, 2012 11:10 PM**To:** WARWICK, WILLIAM A [ww7514@att.com]**Cc:** Jackie Pollock; BAXTER, HARRY B [hb1601@att.com]**Importance:** High**Attachments:** MS12-0221-00 Entrance Fac~1.docx (41 KB) ; Kemper County Schools CRE~1.xlsx (38 KB) ; Kemper County School Dist~1.xlsm (45 KB) ; Kemper County School Dist~2.xlsm (46 KB) ; Kemper County School Distr~1.rtf (775 KB) ; FW: CREQ / MESI# ME162799, ME... (60 KB)

Tony, Kemper County Schools is one of the accounts recently transitioned to your module. Jackie Pollock, the Superintendent, is ready to proceed with upgrades to their data network that we proposed early in the year.

Three of the sites required entrance facilities, which Britt had put on a SAMS case that expired on 5/25/12. We received approval in June that the quotes were still good and the document was still valid, but you may want to check to make sure.

I have attached all of the pertinent information to get this project moving again. We had quoted both MPLS and Metro Ethernet solutions, so check with Jackie to make sure what they want. Jackie's contact information is below. I had sent them the Price Re-determination LOA, but did not get it signed.

Call me with any questions.

Thanks,

*Dave*

**David C. Buck**  
**Account Manager**  
**AT&T Business Solutions**  
**Government/Education**  
**601-264-4957 office**  
**601-310-1522 iPhone**  
**800-872-9184 toll free office**  
**dave.buck@att.com**

-----Original Message-----

From: Jackie Pollock [mailto:jpollock@kemper.k12.ms.us]

Sent: Thursday, August 09, 2012 11:20 AM

To: BAXTER, HARRY B; BUCK, DAVID C

Cc: Jeri Cawthorn

Subject: Pricing Information

Importance: High

I need pricing on upgrading the speed from 1.5 to 3 mbps at East Kemper Elementary. Once the district receives pricing information, how long does it take for an upgrade to take place. The district is still planning to upgrade to Metro E once Erate funding notification is received for the current year. Thanks for your attention to this matter.

Jackie Pollock

Superintendent

Kemper County Schools

Phone: 601-743-2657

Cell: 601-919-5494

Kemper County School District BellSouth Frame Relay Service Spreadsheet  
 Recurring Services  
 10/01/13

Fund	Account	Account Number	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Total
District	1	601 M47-7728001 0592	4,396.00	4,396.00	4,605.00	4,675.40	4,578.00	4,190.10	4,120.20	4,120.20	4,120.20	4,190.10	4,190.10	4,190.10	\$51,771.40

Estimated Annual Pre-discount Recurring cost this FRN = \$ 29,604.00  
 Estimated Annual Pre-discount Non-Recurring cost this FRN = \$ 23,599.00  
 Total Pre-Discount Amount = \$ 53,203.00  
 TOTAL \$51,771.40  
 90% \$46,594.2600

Eligible Amount \$47,882.70

Kemper County School District  
 Service Provider Identification Number (SPIN) 143004824  
 Reimbursement Form Number KCSD-Y15BEAR-BSFRAME  
 471 Application Number: 864951  
 FRN Number: 2355995  
 Billed Entity Applicant Number: 128652

Approved By  
 Approved By  
 Approved By  
 Approved By

JH
FS
JHC

Received & Inspected  
 JAN 02 2014  
 FCC Mail Room

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**Updated due dates for 5 new Metro E circuits**

DRAYTON, YOLANDE M [yd1695@att.com]

**Sent:** Wednesday, May 08, 2013 9:35 AM  
**To:** Jackie Pollock  
**Cc:** Brice Ford  
**Importance:** High

Received & Inspected

JAN 02 2014

FCC Mail Room

Please see updated dates below:

ADDRESS: 132 Binnsville Rd, Scooba, MS 39358

ORDER NUMBER: N6BN0ND0

CONNECTION TYPE: 10 Mbps Basic Port Metro Ethernet

CIRCUIT NUMBER: 70.L2XN.501404..SC

CUSTOMER INTERFACE TYPE: 120V AC-Powered Electrical Interface

ME: ME196769

PLANT TEST DATE: 06/20/13 – This is the date that our AT&T installer may be dispatched to your site. Please arrange to have your equipment on site no later than the Due Date.

DUE DATE: 06/24/2013

Charges: Installation charges none Monthly Service \$408.00.

We will make every attempt to provide this circuit earlier if at all possible.

ADDRESS: 364 John C Stennis Av, Dekalb, MS 39328

ORDER NUMBER: N6B0C621

CONNECTION TYPE: 10 Mbps Basic Port Metro Ethernet

CIRCUIT NUMBER: 70.L2XN.501406..SC

CUSTOMER INTERFACE TYPE: 120V AC-Powered Electrical Interface

ME: ME200309

PLANT TEST DATE: 06/20/13 – This is the date that our AT&T installer may be dispatched to your site. Please arrange to have your equipment on site no later than the Due Date.

DUE DATE: 06/24/2013

Charges: Installation charges none Monthly Service \$408.00.

We will make every attempt to provide this circuit earlier if at all possible.

ADDRESS: 200 Philadelphia Rd, Dekalb, MS 39328

ORDER NUMBER: N6CJ0BL3

CONNECTION TYPE: 10 Mbps Basic Port Metro Ethernet

CIRCUIT NUMBER: 70.L2XN.501407..SC

CUSTOMER INTERFACE TYPE: 120V AC- Powered Electrical Interface

ME: ME196773

PLANT TEST DATE: 06/20/13 – This is the date that our AT&T installer may be dispatched to your site. Please arrange to have your equipment on site no later than the Due Date.

DUE DATE: 06/24/2013

Charges: Installation charges none Monthly Service \$408.00.

We will make every attempt to provide this circuit earlier if at all possible.

ADDRESS: 16 Philadelphia Rd, Dekalb, MS 39328

ORDER NUMBER: N67JDPN6

CONNECTION TYPE: 10 Mbps Basic Port Metro Ethernet

CIRCUIT NUMBER: 70.L2XN.501405..SC

CUSTOMER INTERFACE TYPE: 120V AC-Powered Electrical Interface

ME: ME196774

PLANT TEST DATE: 06/20/13 – This is the date that our AT&T installer may be dispatched to your site. Please arrange to have your equipment on site no later than the Due Date.

DUE DATE: 06/24/2013

Charges: Installation charges none Monthly Service \$408.00.

We will make every attempt to provide this circuit earlier if at all possible.

ADDRESS: 159 Main Av, Dekalb, MS 39328

ORDER NUMBERS: N63D2779

CONNECTION TYPE: 100 Mbps Basic Port Metro Ethernet

CIRCUIT NUMBER: 70.LVXN.500310..SC

CUSTOMER INTERFACE TYPE: 120V AC-Powered Electrical Interface

ME: ME196775

PLANT TEST DATE: 06/20/13 – This is the date that our AT&T installer may be dispatched to your site. Please arrange to have your equipment on site no later than the Due Date.

DUE DATE: 06/24/2013

Charges: Installation charges none Monthly Service \$685.00.

We will make every attempt to provide this circuit earlier if at all possible.

*Sincerely,*

*Yolande Drayton*

*Service Consultant*

*AT&T-ABS Global Customer Service*

*AT&T Operations*

*fax: 888 958-4040*

*email: yd1695@att.com*