



**Pricing Schedule for ILEC Services Provided in the State of Indiana  
Pursuant to Tariff(s) and/or Guidebook**

Pricing Schedule to AT&T Agreement Reference No. 201303045922UA

<b>CUSTOMER ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
<b>Monroe County Community Schools</b> Street Address: 315 E North Drive City: Bloomington State: IN Zip Code: 47401  <u>Billing Address (if different)</u> Street Address: City: State: Zip Code:	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
<b>CUSTOMER Contact (for Contract Notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Sales Contact</b>
Name: Barbara Buckner Title: Assistant Director of Business Operations Telephone: 812-330-7700 Fax: 812-330-7813 Email: bbuckner@mccsc.edu <u>Address for Notices</u> <input type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address <u>Address for Notices (if different)</u> Street Address: City: State: Zip Code:	Name: Linda Widloe Title: Sales Management Support e-Rate Fax: 847-326-2696 Telephone: 815-727-8074 Email: lw4871@att.com Street Address: 65 W Webster City: Joliet State: IL Zip Code: 60432  <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule ("Pricing Schedule") is an attachment to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

On the Term Start Date (defined below), this Pricing Schedule will supersede and replace in its entirety the following document(s): Contract Number 20110308-0374

**Service Provider:** Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By: <u>Keith Klein</u>	By: <u>Lisa Kemnitz</u>
Printed or Typed Name: <u>Keith Klein</u>	Printed or Typed Name: <u>Lisa Kemnitz</u>
Title: <u>President</u>	Title: <u>Customer Contracts Specialist</u>
Date: <u>2-26-13</u>	Date: <u>03-04-2013</u>



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**GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

**1. DEFINITIONS**

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Pricing Schedule.

**Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and AT&T Guidebooks may be found at URL [www.att.com/servicepublications](http://www.att.com/servicepublications).

**2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.**

Advanced Centrex Service	<b>Advanced Centrex Service</b> is a telecommunications service that is furnished, subject to the availability of facilities, by means of equipment located in an AT&T local central office. It is offered pursuant to the description, regulations, terms, and conditions set out in this Pricing Schedule, associated Agreement.
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**3. TERM START DATE; PRICING SCHEDULE TERM; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM**

<p><b>Pricing Schedule Term and Term Start Date</b></p> <p>For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on <b>July 1, 2013</b>. For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be <b>thirty-six (36)</b> months after the Term Start Date ("Pricing Schedule Term"). Rates or discounts under this Pricing Schedule shall be applied on the Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) (which will require Customer to take all steps required by AT&amp;T to terminate the Service(s)), or (b) continue using the Service(s) on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&amp;T may modify rates, terms, and conditions applicable to the Service(s) on thirty days' notice. This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.</p>
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**4. TERMINATION CHARGES**

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Customer must maintain in service a minimum of **45** Stations ("Minimum Quantity") during the Pricing Schedule Term. In the event the Station quantity falls below the Minimum Quantity before expiration of the Pricing Schedule Term, Customer shall be obligated to pay AT&T a termination charge for any Station terminated below the Minimum Quantity in the amount stated in the Tariff or Guidebook for the Service and Pricing Schedule Term.

**5. PRICING**

Customer will pay the rates set forth in Section 9.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit, or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit, or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit, or waiver set forth in a Tariff or Guidebook will apply.

**6. TAXES & OTHER CHARGES**

6.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff(s) or Guidebook(s).



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6.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff(s) or Guidebook(s) are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**7. TARIFF AND REGULATORY REGULATIONS**

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff or Guidebook. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

**8. SPECIAL TERMS AND CONDITIONS**

8.1 Non-Appropriations of Funding. If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 5 (Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (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 with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, 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 Minimum Payment Period for such Service(s).

**9. CUSTOMER COMMITMENT AND RATES**

9.1. Total Monthly Recurring Charge

<b>Total Monthly Recurring Charge</b>	<b>\$472.50</b>
Customer has elected to pay on a monthly basis for Pricing Schedule Term. The monthly price set forth above includes the monthly recurring service charge for the quantity of Service set forth and described in Section 9.2 below.	

9.2. Rates

**Service Components, Quantities, Monthly Rates, and Non-recurring Charges**

Service	Description – Service Components	USOC	Quantity New	Quantity Existing	Monthly Recurring Rate ea.	Non-Recurring Charge ea.
Centrex	Common Equipment, per system / DMS	CKC	0	1	\$0.00	N/A
Centrex	Centrex Intercommunications, per line (1-20 stations) / DMS	NRSX1	0	63	\$ 7.50	\$0.00

Pricing Notes:



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- a) The prices stated in this Pricing Schedule do not include other applicable charges or taxes, including, but not limited to, Exchange Access, End User Common Line, E-911, and Dual Party Relay services. The price for any Service Component or any AT&T service not identified in this Pricing Schedule shall be set out in the Tariff or Guidebook and shall correspond to the appropriate Tariff or Guidebook Term Payment Plan or, if applicable, to the month-to-month offer.
- b) Stations added during the Pricing Schedule Term shall be coterminous with this Pricing Schedule.
- c) Non-recurring charges shall apply for any new Stations added during the Pricing Schedule Term.

**10 SERVICE LOCATIONS**

LOCATION	STATION QUANTITY	SERVING WIRE CENTER
315 E North Dr	3	BLTNIN01
1965 S Walnut St	3	BLTNIN01
3901 N Kinser Pike	11	BLTNIN01
1400 S Brenda Ln	2	BLTNIN01
705 W Coolidge Dr	3	BLTNIN01
2300 E 2nd St	2	BLTNIN01
1000 W 15th St	2	BLTNIN01
700 W Parrish Rd	2	BLTNIN01
1655 E Bethel Ln	2	BLTNIN01
1111 N Russell Rd	2	BLTNIN01
2211 S High St	2	BLTNIN01
900 W Gordon Pike	2	BLTNIN01
2200 E 2nd St	2	BLTNIN01
560 E Miller Dr	4	BLTNIN01
524 N Fairviw St	5	BLTNIN01
3980 S Sare Rd	2	BLTNIN01
8144 E State Road 45	2	BLTNIN01
2221 S High St	2	BLTNIN01
1450 W Countryside Ln	3	BLTNIN01
444 S Patterson Dr	2	BLTNIN01
401 E Miller Dr	1	BLTNIN01
1800 S Henderson St	2	BLTNIN01
500 W 7th	2	BLTNIN01

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