

June 5, 2024

To: Board of Education and Management

Shasta County Office of Education  
1644 Magnolia Ave  
Redding, CA 96001

We are pleased to confirm our understanding of the services we are to provide for Shasta County Office of Education, to complete the 2023-24 audit of Oak Run Elementary School District (the District) for the year ended June 30, 2024.

### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)
2. Budget Comparison Schedule – General Fund
3. Budget Comparison Schedule – Major Special Revenue Funds (if applicable)
4. Schedule of the District's Proportionate Share of the Net Pension Liability – CalSTRS
5. Schedule of the District's Contributions – CalSTRS
6. Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS
7. Schedule of the District's Contributions – CalPERS
8. Schedule of the District's Total OPEB Liability and Related Ratios (if applicable)

We have also been engaged to report on the supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements. The following supplementary information is required by the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*:

1. Combining Financial Statements
2. LEA Organization Structure
3. Schedule of Average Daily Attendance (ADA)
4. Schedule of Instructional Time
5. Schedule of Financial Trends & Analysis
6. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
7. Schedule of Charter Schools

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement which exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- An opinion (or disclaimer of opinion) on compliance with state statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each identified program in accordance with the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*.

#### **Auditor's Responsibilities for the Audit of the Financial Statements and State Compliance Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements identified in the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. AS part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper Revenue Recognition
2. Management Override of Controls

As we continue the audit planning process we may identify additional significant risks. If such risks are identified we will provide an addendum to this engagement letter to communicate these risks. If no additional significant risks are identified, no addendum will be provided.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *2023-24 Guide for Annual Audits of California Local Education Agencies and State Compliance Reporting* (the Audit Guide) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards identified in the Audit Guide which are applicable to the District based on materiality levels identified in the Audit Guide. For the programs applicable to the District, we will perform the procedures identified in the Audit Guide and report noncompliance in accordance with direction provided in the Audit Guide. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to these programs in our report on state compliance.

### **Other Services**

We will also assist in preparing the financial statements, including assistance with GASB conversion entries, and the related notes of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those previously identified and previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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## Responsibilities of Management for the Financial Statements and State Compliance Audit

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Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

1. Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
2. Following laws and regulations;
3. Ensuring that there is reasonable assurance that government programs are administered in compliance and with compliance requirements; and,
4. Ensuring that management and financial information is reliable and properly reported.

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Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside general and subsidiary ledgers). You are also responsible for providing us with:

1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
2. Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and in accordance with the Audit Guide;
3. Additional information that we may request for the purpose of the audit; and
4. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge and of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reporting audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for review upon our scheduled interim field work dates.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the supplementary information in accordance with GAAP;
2. You believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

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You agree to assume all management responsibilities for the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the school district, the California State Controller's Office, the California Department of Education, and the County Office of Education; however, management is responsible for the distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Board of Accountancy or its designee, the County Office of Education, the California State Controller's Office or its designee, the California Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained to other, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the California State Controller's Office or the California Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Aubrey Mann, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon the signing of this engagement letter and will schedule dates for field work accordingly.

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Our fee for these services are expected to be \$15,500. Travel costs are an estimate and will be billed at actual costs expended not to exceed \$5,000. If federal expenditures are above \$750,000 a single audit is required. We will discuss fee amount if single audit is needed. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. Upon completion of the audit report and submission to the California State Controller's Office progress billings will be brought to 90% of the contracted amount. The final 10% of the contracted amount will be billed, and is due, upon receipt of the California State Controller's Office certification letter. In accordance with firm policies, work may be suspended if your account becomes 30 days past due and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. The following are examples of unexpected circumstances that could result in additional fees:

- Significant changes in internal control systems
- Deterioration in the quality of your accounting records during the current year engagement in comparison to the prior year engagement
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- Changes in audit scope or requirements resulting from changes in your activities, such as expending greater than \$750,000 in federal awards
- Erroneous or incomplete accounting records
- Significant delays in responding to our requests for information or supporting documents
- Schedule disruption caused by litigation, financial challenges, loan covenants, etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Lack of availability of your personnel during audit fieldwork

## **Reporting**

We will issue written reports upon completion of our Audit. Our reports will be addressed to the governing board of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.



The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The report will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Wilkinson Hadley King & Co. LLP



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**Response:**

This letter correctly sets forth the understanding of Shasta County Office of Education on behalf of Oak Run Elementary School District.

Management Signature: Judy Flores

Title: Shasta County Superintendent of Schools

Date: 06/05/24



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5/4 0375



# Oak Run Elementary School District Engagement Letter 2023-24


Final Audit Report

2024-06-05

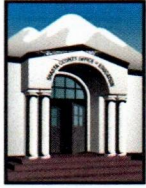
Created:	2024-06-05
By:	Aubrey Mann (amann@whllp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAsAhFTtrFLcM16oaGfi8Hn0nwXkXG1ZI



## "Oak Run Elementary School District Engagement Letter 2023-24" History

-  Document created by Aubrey Mann (amann@whllp.com)  
2024-06-05 - 9:12:09 PM GMT
-  Document emailed to Judy Flores (jflores@shastacoe.org) for signature  
2024-06-05 - 9:12:16 PM GMT
-  Email viewed by Judy Flores (jflores@shastacoe.org)  
2024-06-05 - 11:25:33 PM GMT
-  Document e-signed by Judy Flores (jflores@shastacoe.org)  
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-  Agreement completed.  
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# SHASTA COUNTY OFFICE OF EDUCATION

To be leaders in educational excellence, offering support to schools and community to ensure Shasta County students receive a quality education preparing them for high school graduation and success in career and college.

Superintendent  
Mike Freeman

Board of Education  
Robert Brown  
Amy Cavalleri  
Authur Gorman  
Laura Manuel  
Denny Mills  
Cindy Vogt  
Nick Webb

## REQUEST FOR SHORT-TERM SPECIAL SERVICES

Date of Request: 2024-25 school year

District: Oak Run Elementary School District

School Site: Oak Run Elementary

Student(s) to be served: To be determined

Service Requested:  Autism  Speech  DHH  
 O & M  Psychologist  Other Nursing

District request short-term services for the student(s) listed above:

District agrees to reimburse the Shasta County Office of Education **\$137.18\*** per hour, including travel time, plus mileage at the IRS approved mileage rate. Monthly invoices for services will be provided to the District.

Description of services requested, including estimates of frequency, length of time and duration (example: 3 days a week, 30 minutes per visit for 3 weeks):

**Provide nursing services for hearing and vision screenings and any Initial or Triennial IEPs for the 2024-25 school year max of 2.3 days.**

For a total of approximately 2.3 days.

District Authorized Representative:  
Misti Livingston, Superintendent

Misti Livingston Jul 17, 2024  
Misti Livingston (Jul 17, 2024 14:16 PDT)  
Signature Date

SCOE Authorized Representative:  
Michelle Larsen, Health and Nutrition Director

Michelle Larsen Jul 18, 2024  
Michelle Larsen (Jul 18, 2024 07:17 PDT)  
Signature Date

Michelle Larsen, Health and Nutrition Services  
43 Hilltop Drive,  
Redding CA 96003  
[mlarsen@shastacoe.org](mailto:mlarsen@shastacoe.org)  
530-225-0188  
530-225-2970

\*SCOE personnel to request hourly rate from Internal Business Services Department









# Oak Run Short term 24-25 Nursing MOU

Final Audit Report

2024-07-18

Created:	2024-07-17
By:	Michaela Dickens (mdickens@shastacoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAUe17npuw1ae6TaLFsUBNxGRAYSNqM7W

## "Oak Run Short term 24-25 Nursing MOU" History

-  Document created by Michaela Dickens (mdickens@shastacoe.org)  
2024-07-17 - 8:04:08 PM GMT- IP address: 66.244.20.7
-  Document emailed to Misti Livingston (mlivingston@oakrunschool.org) for signature  
2024-07-17 - 8:07:13 PM GMT
-  Email viewed by Misti Livingston (mlivingston@oakrunschool.org)  
2024-07-17 - 8:07:24 PM GMT- IP address: 66.249.84.71
-  Document e-signed by Misti Livingston (mlivingston@oakrunschool.org)  
Signature Date: 2024-07-17 - 9:16:30 PM GMT - Time Source: server- IP address: 66.244.58.17
-  Document emailed to Michelle Larsen (mlarsen@shastacoe.org) for signature  
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-  Email viewed by Michelle Larsen (mlarsen@shastacoe.org)  
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-  Document e-signed by Michelle Larsen (mlarsen@shastacoe.org)  
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-  Agreement completed.  
2024-07-18 - 2:17:04 PM GMT

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## Oak Run ESD - FY2023 Credits

1 message

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**Bryanda Ramirez** <bramirez@infinitycomm.com>  
To: "mlivingston@oakrunschool.org" <mlivingston@oakrunschool.org>  
Cc: Jazelle Salazar <jsalazar@infinitycomm.com>

Wed, Aug 7, 2024 at 12:58 PM

Hi Misti,

As discussed on the call, some providers can take a while to begin rolling out discounts on the monthly or annual invoices, but as your consultants we track credits throughout the funding process to ensure all eligible credits were applied/given to the district before the last date to invoice deadline.

Our main concern is that the applicant (district) receives their discounts. If the provider fails to invoice USAC for their reimbursement on the discounts they applied to the applicant, that is their loss as they are responsible for invoicing USAC in a timely manner.

With the above being said, below is a breakdown of the Erate and CTF discounts the district received from both providers for the 7/1/2023 through 6/30/2024 (Funding Year 2023) months.

- **Citizens of Telecomm (Frontier) has yet to invoice USAC. Frontier has until February 25, 2025, to seek their reimbursement from USAC.**
  - Annual Amt for the 1Gbps Transport Circuit \$15,000.00 (\$1,250.00/mo). Erate covers \$13,500.00 (90% of the Annual/Monthly Amt).
  - District's portion is \$1,500.00 (\$125.00/mo) not including taxes or CTF.
  - Per Frontier, \$13,725.70 Erate and \$755.18 CTF discounts received for FY2023.
  - Please send over the January 2024 through latest months invoice for account 530-197-0272-0630178 for our internal review.
  
- Shasta COE has invoiced to USAC \$7,756.20 for their reimbursement.
  - Annual Amt is \$8,618.00 Erate covers \$7,756.20 (90% of the Annual/Monthly Amt).
  - District's portion is \$861.80 (\$71.82/mo) not including taxes.
  - Shasta COE does not participate in CTF discounts so only Erate discounts applied.

Attached are both provider agreements for your review and records.

Feel free to share this with your team and let me know if you have any questions.

Thank you,

**Bryanda Ramirez**

**Client Services Specialist Lead**

661.716.1840 Ext 314 | Office

661.716.1841 | Fax

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Infinity Website

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**2 attachments**

 **7 Shasta COE - Exp 06302025 + 2ext.pdf**  
1723K

 **7 Frontier HSD 1Gb Exp 6302023.pdf**  
8050K



# SHASTA COUNTY OFFICE OF EDUCATION

*To be leaders in educational excellence, offering support to schools and community to ensure Shasta County students receive a quality education preparing them for high school graduation and success in career and college.*

**Superintendent**  
Judy Flores

**Board of Education**  
Kathy Barry  
Robert Brown  
Rhonda Hull  
Steve MacFarland  
Laura Manuel  
Denny Mills  
Nick Web

February 1, 2022

Ms. Misti Livingston  
Oak Run Elementary School District  
P.O. Box 49  
Oak Run, CA 96069

I am pleased you have selected the Shasta County Office of Education to provide you with your internet related services.

As your provider we can provide a variety of bundled services based on your need as designated below. The total cost of these services noted below excludes your cost of connectivity from your site to 1644 Magnolia Avenue.

We have calculated the total cost of the services provided to you, for E-Rate use, as well as your anticipated out-of-pocket cost, or net cost, based on your 2021/22 estimated E-Rate reimbursement percentage of 90%. At the time of invoice, the actual E-Rate reimbursement percentage for the applicable year will be utilized.

The initial contract period will be for three years beginning July 1, 2022 through June 30, 2025. At the end of the initial term, an extension of terms of service for up to two (2) additional twelve (12) month periods may be mutually agreed upon by both parties. Extension pricing will be subject to price increases related to non-recurring and recurring services at the time and duration of extension(s).

Bundled Internet & Firewall Services	Cost of E-Rate Eligible Services		Estimated Net Cost to District	
	Total Cost	Annual Cost	Total Cost	Annual Cost
Contract Options				
Three Years Expiring June 30, 2025	\$25,854	\$8,618	\$2,585	\$862

Our Information Technology department will prepare a pro-rata annual billing for you at your next cost. In additions, we will submit your portion to be reimbursed from the SLD via SPI.

If, at any time after the execution of this agreement, funds are not appropriated to pay for the particular service described above, or Universal Service discounts are not received to enable the District to pay for that part of the service described above, the District may terminate this agreement as it relates to that particular serviced, without being subject to termination charges; provided however, that the District shall be obligated to pay all charges incurred through the Date of Termination. The district shall use its best efforts to obtain funding or Universal Service discounts for the particular service described above.

Please sign below to execute the contract no earlier than twenty eight days after the filing of your Form 470 and no later than the final filing date for the Form 471. Please do not hesitate to call should you have any questions.

By signing below, I acknowledge that I am a member of the CENIC Consortium and the K12HSN.

Sincerely

Daniel T. Ostrowski  
Director, Information Technology

Approved by: Signature and Title

Date: 2/9/22



**E-LINE SCHEDULE  
ETHERNET VIRTUAL PRIVATE LINE (EVPL)  
ETHERNET PRIVATE LINE (EPL)**

Frontier Confidential

This is Schedule Number S-0000231548 to the Frontier Services Agreement dated 11/14/2019 ("FSA") by and between Oak Run Elementary School District ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 27635 OAK RUN TO FERN RD, OAK RUN, California, 96069-9592      Schedule Date: 11/14/2019  
 Schedule Type/Purpose: Renew existing Services (this Schedule supersedes)      Service Term: 36

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$ 0	\$ 1033.00
Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$ 0	\$ 217.00
Special Construction	\$	\$
<b>Total:</b>	<b>\$ 0</b>	<b>\$ 1250.00</b>

**Interstate / Intrastate Pricing Certification:** "Interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be:  more than 10% interstate in nature (subject to federal jurisdiction/fees)  10% or less interstate in nature (subject to state jurisdiction/fees)

**Table 1: E-LINE**

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
A renew	27635 Oak Run to Fern Rd, Oak Run, CA, 96069, 530 472	Access CIR (Mbps)      1000 MbpsMbps	\$ 0 \$	\$ 516.50 \$
B renew	1644 Magnolia Ave, Redding, CA, 96001, 530 225	Access CIR (Mbps)      1000 Mbps Mbps	\$ 0 \$	\$ 516.50 \$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)      Select Mbps	\$ \$	\$ \$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)      Select Mbps	\$ \$	\$ \$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)      Select Mbps	\$ \$	\$ \$
<b>Subtotal:</b>			<b>\$ 0</b>	<b>\$ 1033.00</b>

**Table 2: SD WAN Private Network**

Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC
Select	Select Mbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	Select Mbps	Select	\$
<b>Subtotal:</b>			<b>\$</b>





Table 3: ETHERNET VIRTUAL CIRCUIT(S)				
Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Silver EVC	1000Mbps	A	B	\$ 217.00
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
<b>Subtotal:</b>				<b>\$ 217.00</b>
Table 4: Internet Access				
Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
<b>Subtotal:</b>				<b>\$</b>

**1. Service Description:**

a. **Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Ethernet Private Line (EPL)** is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

c. **SD WAN Private Network** is a data transport configuration providing multipoint-to-multipoint connections to each Customer User Network Interface (UNI). SD WAN Private Network consists of two (2) or more locations, providing full mesh connectivity for all locations. SD WAN Private Network requires Customer subscribe to Frontier SD WAN service and an EVPL (Table 1) access

2. **Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. **Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to



E-LINE Schedule  
ETHERNET VIRTUAL PRIVATE LINE (EVPL)  
ETHERNET PRIVATE LINE (EPL)

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the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

4. **After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

5. **Service Level Agreement.**

The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Oak Run Elementary School District

Signature: Dennis Labit  
Printed Name: Dennis Labit  
Title: territory Manager  
Date: Nov 20, 2019

Susanne E. Cooper  
Superintendent / Principal  
11/18/2019



EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between Oak Run Elementary School District ("Customer") and Frontier Communications of America, Inc. ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("E-LINE Service").

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's E-LINE Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

Table 1A: E-LINE			
Circuit Availability		MRC Service Credit	
Availability	99.95%	Below 99.95% Service Credit 30% MRC	
		Below 95.0% Service Credit 50% MRC	

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in Table 1B, subject to Sections 3 and 4 below.

Table 1B: E-LINE			
Mean Time To Repair		MRC Service Credit	
MTTR	4 Hours	25 % MRC above 4 hrs	
		50% MRC above 6 hrs.	

2. Performance Objectives

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.

- **Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of Best Effort Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to Priority Data.
- **Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to Real Time.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in Table 1C, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

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B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95<sup>th</sup> percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in Table 1D:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in Table 1D subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in Table 1E if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

**3. Service Outage Reporting Procedure.**

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at



Frontier's standard rates.

4. **Credit Request and Eligibility.**
- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
  - B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
  - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
  - D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
  - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
  - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



**E-LINE SCHEDULE  
ETHERNET VIRTUAL PRIVATE LINE (EVPL)  
ETHERNET PRIVATE LINE (EPL)**

Frontier Confidential

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 Schedule Type/Purpose: Renew existing Services (this Schedule supersedes)      Service Term: 36

Service	NRC	MRC
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Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$ 0	\$ 217.00
Special Construction	\$	\$
<b>Total:</b>	<b>\$ 0</b>	<b>\$ 1250.00</b>

**Interstate / Intrastate Pricing Certification:** "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be:  more than 10% interstate in nature (subject to federal jurisdiction/fees)  10% or less interstate in nature (subject to state jurisdiction/fees)

**Table 1: E-LINE**

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
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<b>C</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)      Select Mbps	\$ \$	\$ \$
<b>D</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)      Select Mbps	\$ \$	\$ \$
<b>E</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)      Select Mbps	\$ \$	\$ \$
<b>Subtotal:</b>			<b>\$ 0</b>	<b>\$ 1033.00</b>

**Table 2: SD WAN Private Network**

Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC
Select	Select Mbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	Select Mbps	Select	\$
<b>Subtotal:</b>			<b>\$</b>



Table 3: ETHERNET VIRTUAL CIRCUIT(S)				
Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Silver EVC	1000Mbps	A	B	\$ 217.00
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Subtotal:				\$ 217.00

Table 4: Internet Access				
Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
Subtotal:				\$

1. **Service Description:**

a. **Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

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E-LINE Schedule  
ETHERNET VIRTUAL PRIVATE LINE (EVPL)  
ETHERNET PRIVATE LINE (EPL)

Frontier Confidential

the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

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Frontier Communications of America, Inc.

Oak Run Elementary School District

Signature: Dennis Labit  
Printed Name: Dennis Labit  
Title: territory Manager  
Date: Nov 20, 2019

Susan E Cooper  
Susan E Cooper  
Superintendent / Principal  
11/18/2019







EXHIBIT 1

E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between Oak Run Elementary School District ("Customer") and Frontier Communications of America, Inc. ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("E- E-LINE Service").

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's E-LINE Service Availability commitment and applicable Service credit are outlined in Table 1A, subject to Sections 3 and 4 below.

Table 1A: E-LINE			
Circuit Availability		MRC Service Credit	
Availability	99.95%	Below 99.95% Service Credit 30% MRC	
		Below 95.0% Service Credit 50% MRC	

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in Table 1B, subject to Sections 3 and 4 below.

Table 1B: E-LINE			
Mean Time To Repair		MRC Service Credit	
MTTR	4 Hours	25 % MRC above 4 hrs	
		50% MRC above 6 hrs.	

2. Performance Objectives

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in Table 1C. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.

- Silver QoS service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of Best Effort Ethernet designed specifically for the commercial customer.
- Gold QoS service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to Priority Data.
- Platinum QoS service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to Real Time.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in Table 1C, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%





**E-LINE Schedule**  
**ETHERNET VIRTUAL PRIVATE LINE (EVPL)**  
**ETHERNET PRIVATE LINE (EPL)**

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B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95<sup>th</sup> percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in Table 1D:

- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in Table 1D subject to Sections 3 and 4 below

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in Table 1E if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

**3. Service Outage Reporting Procedure.**

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at

Frontier's standard rates.

**4. Credit Request and Eligibility.**

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

This **E-Rate Rider** applies to the **Frontier Services Agreement** dated November 14th, 2019 ("FSA") and Service Schedules executed pursuant thereto (the FSA and Service Schedules collectively the "Agreement") by and between **Oak Run Elementary School District** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"), and is effective as of the date of the last signature below ("Effective Date").

This E-Rate Rider covers only the Schedules and Services for which Customer seeks E-Rate reimbursement for the E-Rate funding year **July 1, 2020 through June 30, 2021**. Such Services are listed in Exhibit 1, attached hereto and incorporated herein by this reference.

The terms and conditions of this E-Rate Rider replaces the E-Rate Rider between the parties for funding year July 1, 2019 to June 30, 2020, if any.

If there are any inconsistencies between the Agreement and this E-Rate Rider, with respect to the Services for which E-Rate funding is sought the terms and conditions of this E-Rate Rider shall control.

**Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program.**

**The Parties further agree:**

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from Frontier of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules and regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible for funds must be returned (other than as the result of Frontier's failure to comply with the E-Rate requirements), then Customer shall reimburse Frontier for any such funds within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, default and early termination fees.
2. Eligibility of Services. The eligibility or ineligibility of Services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. Frontier makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges the USAC/SLD funding commitments are based upon the Services and locations set forth in the Form 471 and that any modifications to the Services and/or the locations at which the Services are to be installed and/or provided, requires Customer to file a Service substitution with the USAC/SLD, seeking permission to receive alternative Service or receive the Service to an alternative location. If Customer intends to make any such Service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. Frontier will provide Services only as approved by the SLD and may suspend activities pending approval of Service substitution requests.
4. Requested Information. If requested by Frontier, Customer will promptly provide Frontier with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (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 shall clearly delineate between eligible and non-eligible Services on those orders.
5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of the Customer's 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 Service Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this E-Rate Rider, Customer may terminate the Services without liability for the cancellation charges under 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 Frontier to develop revised terms,

an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide Frontier thirty (30) days' written notice of its intent to terminate the Services. 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 in accordance with this provision, 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 pay Frontier all applicable cancellation charges if it contracts with any other provider for the same or substantially similar Services during the Service Term.

6. Customer-Designated Funding Commitment. Customer must choose option A or B below. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES FRONTIER TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) E-RATE RIDER, AND SELECT OPTION A. Upon execution of the Replacement E-Rate Rider, the Parties will mutually agree upon a Service Commencement Date.

**OPTION A** [available for new or existing Services]

Customer directs Frontier to commence or continue Services even if a funding commitment decision letter ("FCDL") has not been received from USAC/SLD. **Customer acknowledges and accepts its obligation to pay for the Service if funding is denied or USAC/SLD commitment is not received.**

- i. Scope: Customer desires the Services commence on or about July 1<sup>st</sup>, 2020. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- ii. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES RELATED TO THIS E-RATE RIDER IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer shall refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible Services delivered after the beginning of the E-Rate year (July 1<sup>st</sup>) but before receipt of the FCDL.

**OPTION B** [appropriate for new Services]

Services will not commence until Frontier receives notification that E-Rate funds have been committed. If E-Rate funding for Services is denied, the Agreement will terminate as to those Services unless and until a new E-Rate rider (replacing this E-Rate Rider) is executed with respect to such Services and Customer elects Option A.

- i. Scope: Customer agrees to exercise best efforts to obtain funding from the USAC/SLD. Frontier will not begin work related to the Services (including, without limitation, construction, installation or activation activities) until after Frontier receives (a) Customer's notification to proceed and verification of funding approval, and (b) for internal connections, a verification of Form 486 approval by the USAC/SLD. Frontier will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- ii. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Service Schedule, with respect to such Service(s), shall 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 the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year Agreement (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 the USAC/SLD after commencement of Services.

7. E-Rate Discount Designation. Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Applications Reimbursement ("BEAR") – Form 472:



E-Rate Rider  
Business

Customer agrees to submit to Frontier complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC invoice deadline date for the Funding Request Number(s) ("FRN") being submitted on the Form 472. Upon receipt of the USAC/SLD check in the amount of the certified Form 472, Frontier will remit payment to Customer within twenty (20) business days after receipt of the payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Frontier Invoice – ("SPI") – Form 474:

After Frontier has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, Frontier will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any Frontier or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event USAC/SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by Frontier associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF 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 ANY OTHER APPLICABLE REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.


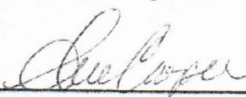
<b>Frontier Communications of America, Inc.</b>	<b>Oak Run Elementary School District</b>
<b>Frontier's Signature:</b>  Dennis Labit (Nov 20, 2019)	<b>Customer's Signature:</b> 
<b>Printed Name:</b> Dennis Labit	<b>Printed Name:</b> Suzanne Cooper
<b>Title:</b> Territory Manager	<b>Title:</b> Superintendent / Principal
<b>Date:</b> Nov 20, 2019	<b>Date:</b> 11/18/2019

Exhibit 1  
E-Rate Services

36 Month Contract w/ 2 optional year extension

End Point	Service Element	Monthly Cost Estimate	USAC Discount Estimate	CTF Discount Estimate	Monthly Cost to Oak Run Elem
Oak Run Elementary	1 Gbps Ethernet Virtual Private Line (P2P)	\$1,250.00	\$1,000.00	\$125.00	\$125.00
Shasta County Office of Education	Included	0	0	0	0
	Estimated Taxes 7.63%	\$95.38	\$76.30	\$9.54	\$9.54

**Monthly Total to Oak Run Elementary** **\$134.54**

Installation Charge	\$250.00	Frontier Monthly Services (Pre Discount)	\$1,250.00
Estimated USAC discount	\$200	Frontier Installation (Pre Discount)	\$250.00
Estimated CTF Discount	\$25.00		
<b>Installation Total</b>	<b>\$25.00</b>		