

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
March 8, 2022

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contracts/agreements: (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
 - #2022-113 Master Services Agreement between Windstream and the School Board of Suwannee County, Florida (*Revised/Renewal*) (pgs. 2-37)
 - #2023-01 Affiliation Agreement between Florida Gateway College and the Suwannee County School District for support of the Teacher Preparation Programs (future intern placements) (*Renewal*) (pgs. 38-46)
2. The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated February 8, 2022, for the following expulsion cases:
 - #2021-2022-24 Expulsion of the student through the remainder of the 2021-2022 school year.
 - #2021-2022-29 Expulsion of the student through the remainder of the 2021-2022 school year.
 - #2021-2022-30 Expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year.
3. The Superintendent recommends approval of expulsion of the student for the remainder of the 2021-2022 school year and all of the 2022-2023 school year, for Case #2021-2022-34.

Adjourn

Windstream

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of March 8, 2022, by and between ("Windstream"), and School Board of Suwannee County, Florida, ("SCSB").

Windstream has submitted a proposal to SCSB for the delivery of certain Phone and Internet related services. Windstream ("Windstream") and the lease of or access to certain equipment to SCSB for its schools. Windstream and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to Windstream for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept Windstream's proposal and to engage Windstream on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages Windstream to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). Windstream hereby accepts such engagement on the terms and conditions set forth herein.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of Phone and Internet related services shall begin on March 8, 2022 and end on June 30, 2023.

2.2 With respect to the provision of the Services and the Leased Access Hosting Environment, this Agreement may be renewed by written agreement signed by both parties for up to 3 additional periods of 1 year each (individually, a "*Renewal Term*") upon the same terms and conditions as herein set forth except as provided in Section 5 hereof regarding monthly payments to Windstream.

3. PAYMENTS TO WINDSTREAM

3.1 For and in consideration of Windstream's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to Windstream, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to Windstream any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to Windstream on or around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

3.3 With respect to any and all Renewal Terms, each such year beginning one year following the previous term's commencement date, the Annual Payment shall be due and payable to Windstream on the commencement date of each such year.

3.4 The Annual Payment may be adjusted as of the first day of any Renewal Term (the "*Adjustment Date*") so that the Annual Payment may be adjusted by the percentage change of the Consumer Price Index ("*CPI*") as measured from the CPI published for January in the calendar year of the Commencement Date to the CPI published for January in the calendar year of the Adjustment Date. For purposes of this calculation, the CPI used shall be the Consumer Price Index--U.S. City Average for Urban Wage Earners and Clerical Workers, all items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or in the event such index shall no longer be published, such replacement or similar index as Windstream may choose in its reasonable discretion. Any such adjustment will be included in the renewal agreement signed by both parties.

3.5 All fees and charges for internet services are fully declared and stated within Exhibit B. Exhibit B shall serve as the Item 21 Attachment for SLD purposes.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF WINDSTREAM.

4.1 Windstream hereby represents and warrants to SCSB that Windstream has good and marketable title to Windstream and its related components, and that Windstream is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 Windstream shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 Windstream shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. Windstream further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of Windstream's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, Windstream agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to Windstream as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principals of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold Windstream, its agents, servants and successors harmless for any claims, costs, losses or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Windstream agrees to indemnify and hold SCSB, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages arising out of or caused by Windstream's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB pursuant to this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at anytime not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Prior to termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by Windstream will be returned to the SCSB on a pro rata basis. The SCSB will pay Windstream for any noncancellable obligations and services performed prior to the termination date.

8. MISCELLANEOUS.

8.1 Prior to commencement of work for SCSB, Windstream shall provide to SCSB a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Windstream shall also provide SCSB a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

School Board of Suwannee County, Florida

Attn: Josh Williams, Director of Information Technology

1740 Ohio Avenue, South

Live Oak, FL 32064

Telephone: 386-647-4103

Fax: 386-364-3576

CC: School Board of Suwannee County, Florida

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue, South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to Windstream, to:

Windstream

P.O. BOX 698

ALACHUA, FL 32615

FAX: 330-486-3141

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 Windstream certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 8th day of March, 2022.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: _____

Name: Jerry Taylor

Title: Chairman

ATTEST: _____

Name: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Windstream

By: _____

Name: David Emig

Title: Director



ADDENDUM TO AGREEMENT

THIS ADDENDUM ("Addendum") is entered into between Windstream and Suwannee County School District ("Customer") and amends the Service Agreement identified by Quote Number 2426574 ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

Rate Increases. Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the Term of the Agreement Windstream will not increase Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long-distance services, the per minute charge for the such services). The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Suwannee County School District (Customer)	Windstream (and its affiliates)
<u>AUTHORIZED REP.</u>	<u>AUTHORIZED REP.</u>
<u>(PRINTED NAME): Ted L. Roush</u>	<u>(PRINTED NAME):</u>
<u>SIGNATURE:</u>	<u>SIGNATURE:</u>
<u>TITLE: Superintendent of Schools</u>	<u>TITLE:</u>
<u>DATE:</u>	<u>DATE:</u>

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

AMENDMENT TO WINDSTREAM AGREEMENT

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

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2426574, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

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

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

Suwannee County School District

AUTHORIZED REP.
(PRINTED NAME): Ted L. Roush

SIGNATURE: _____

TITLE: Superintendent of Schools

DATE: _____

WINDSTREAM

AUTHORIZED REP.
(PRINTED NAME): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Account Summary

Customer Name	Suwannee County School District
Quote #	2426574
Windstream Kinetic Representative	Danette Canfield
Contract Term Length	36 Months
Effective Date	February 28, 2022
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
MPLS VPN	\$1,500.00	\$0.00
Services	\$3,481.23	\$0.00
Total	\$4,981.23	\$0.00

Service Agreement Summary

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

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: Ted L. Roush	Printed Name: _____
Title: Superintendent of Schools	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned by 4/14/2022.

 Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
 BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney" Windstream

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
SUWANNEE CO SCHOOL BOARD	\$2,360.82	\$0.00	\$0.00
SUWANNEE CO BOARD OF EDUCATION	\$1,120.41	\$0.00	\$0.00
SUWANNEE COUNTY SCHOOLS	\$1,500.00	\$0.00	\$0.00

Location Detail

Location Name	SUWANNEE CO SCHOOL BOARD	Account Number	601032
Location Address	1740 OHIO Avenue South , LIVE OAK, FL 32054	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$2,360.82

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Services			
(C) PRI CID NUMBER CONT RATE VAR	2	\$9.00	\$18.00
Services			
(C) ISDN PRI ACCESS-CONTRACT RATE	2	\$1061.01	\$2122.02
Services			
(C) 100 NUM DID BLK CONT RATE VAR	1	\$120.00	\$120.00
Services			
(C) PRI CID NAME CONT RATE VAR	2	\$50.40	\$100.80
Total			\$2,360.82

Location Detail

Location Name	SUWANNEE CO BOARD OF EDUCATION	Account Number	213925007
Location Address	702 2ND ST NW , LIVE OAK, FL 320641608	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,120.41

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Services			
PRI CID NAME CONT RATE VAR	1	\$50.40	\$50.40

Services			
ISDN PRI ACCESS-CONTRACT RATE	1	\$1061.01	\$1061.01
Services			
PRI C/D NUMBER CONT RATE VAR	1	\$9.00	\$9.00
Total			\$1,120.41

Location Detail

Location Name	SUWANNEE COUNTY SCHOOLS	Account Number	204199460
Location Address	405 REYNOLDS ST NE, BRANFORD, FL 32008-2861	Service Order Type	Existing Customer

Total One-Time Charges: \$0.00	Total Recurring Charges: \$1,500.00
---	--

Monthly Recurring Charges

Product	Qty	Unit Price	Total Price
MPLS VPN			\$1500.00
Ethernet	1	Included	
MPLS VPN Service 10000.00 Mbps - Intrastate	1	Included	
MPLS/Internet Shared Port	1	\$0.00	\$0.00
Quality of Service	1	\$0.00	\$0.00
Total			\$1,500.00

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL) SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

Windstream

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of March 8, 2022~~July 1, 2020~~, by and between ("Windstream"), and School Board of Suwannee County, Florida, ("SCSB").

Windstream has submitted a proposal to SCSB for the delivery of certain Phone and Internet related services. Windstream ("Windstream") and the lease of or access to certain equipment to SCSB for its schools. Windstream and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to Windstream for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept Windstream's proposal and to engage Windstream on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages Windstream to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*"), at the District building and all locations and/or schools within the school district (collectively, the "*Service Locations*"). Windstream hereby accepts such engagement on the terms and conditions set forth herein.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of Phone and Internet related services shall begin on March 8, 2022~~be for a period of 3 (three) years, beginning on July 1, 2020 (the "*Commencement Date*")~~, and ending on June 30, 2023.

2.2 With respect to the provision of the Services and the Leased Access Hosting Environment, this Agreement may be renewed by written agreement signed by both parties for up to 3 additional periods of 1 year each (individually, a "*Renewal Term*") upon the same terms and conditions as herein set forth except as provided in Section 5 hereof regarding monthly payments to Windstream.

3. PAYMENTS TO WINDSTREAM

3.1 For and in consideration of Windstream's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to Windstream, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL) SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

Windstream any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to Windstream on or around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

3.3 With respect to any and all Renewal Terms, each such year beginning one year following the previous term's commencement date, the Annual Payment shall be due and payable to Windstream on the commencement date of each such year.

3.4 The Annual Payment may be adjusted as of the first day of any Renewal Term (the "*Adjustment Date*") so that the Annual Payment may be adjusted by the percentage change of the Consumer Price Index ("*CPI*") as measured from the CPI published for January in the calendar year of the Commencement Date to the CPI published for January in the calendar year of the Adjustment Date. For purposes of this calculation, the CPI used shall be the Consumer Price Index--U.S. City Average for Urban Wage Earners and Clerical Workers, all items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or in the event such index shall no longer be published, such replacement or similar index as Windstream may choose in its reasonable discretion. Any such adjustment will be included in the renewal agreement signed by both parties.

3.5 All fees and charges for internet services are fully declared and stated within Exhibit B. Exhibit B shall serve as the Item 21 Attachment for SLD purposes.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF WINDSTREAM.

4.1 Windstream hereby represents and warrants to SCSB that Windstream has good and marketable title to Windstream and its related components, and that Windstream is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 Windstream shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 Windstream shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. Windstream further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of Windstream's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, Windstream agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL)SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to Windstream as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principals of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold Windstream, its agents, servants and successors harmless for any claims, costs, losses or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 Windstream agrees to indemnify and hold SCSB, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages arising out of or caused by Windstream's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB pursuant to this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at anytime not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Prior to termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL) SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by Windstream will be returned to the SCSB on a pro rata basis. The SCSB will pay Windstream for any noncancellable obligations and services performed prior to the termination date.

8. MISCELLANEOUS.

8.1 Prior to commencement of work for SCSB, Windstream shall provide to SCSB a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Windstream shall also provide SCSB a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

School Board of Suwannee County, Florida

Attn: Josh Williams, Director of Information Technology

1740 Ohio Avenue, South

Live Oak, FL 32064

Telephone: 386-647-4103

Fax: 386-364-3576

CC: School Board of Suwannee County, Florida

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Avenue, South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to Windstream, to:

Windstream

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL)SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

P.O. BOX 698

ALACHUA, FL 32615

FAX: 330-486-3141

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL)SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

with this Agreement.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 Windstream certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

INFO ONLY

SCSB 2021-01 (REVISED/RENEWAL) SCSB 2022-113 (REVISED/RENEWAL)

(Addendum to SCSB 2021-01, previously approved on 02/25/2020)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ 8th day of
February, 2020 March, 2022.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: _____

Name: Jerry Taylor Ed da Silva

Title: Chairman

ATTEST: _____

Name: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Windstream

By: _____

Name: David Emig

Title: Director

**ADDENDUM TO AGREEMENT**

THIS ADDENDUM ("Addendum") is entered into between Windstream and Suwannee County School District ("Customer") and amends the Service Agreement identified by Quote Number 2426574 ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

Rate Increases. Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the Term of the Agreement Windstream will not increase Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long-distance services, the per minute charge for the such services). The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

**Suwannee County School District
(Customer)**

AUTHORIZED REP.
(PRINTED NAME): Ted L. Roush

SIGNATURE: _____

TITLE: Superintendent of Schools

DATE: _____

**Windstream
(and its affiliates)**

AUTHORIZED REP.
(PRINTED NAME): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

AMENDMENT TO WINDSTREAM AGREEMENT

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

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2426574, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

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

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

Suwannee County School District

AUTHORIZED REP.
(PRINTED NAME): Ted L. Roush

SIGNATURE:

TITLE: Superintendent of Schools

DATE:

WINDSTREAM

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"



Account Summary

Customer Name	Suwannee County School District
Quote #	2426574
Windstream Kinetic Representative	Danette Canfield
Contract Term Length	36 Months
Effective Date	February 28, 2022
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
MPLS VPN	\$1,500.00	\$0.00
Services	\$3,481.23	\$0.00
Total	\$4,981.23	\$0.00

Service Agreement Summary

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

CUSTOMER

Signature: _____

Printed Name: **Ted L. Roush**

Title: **Superintendent of Schools**

Date: _____

WINDSTREAM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned by 4/14/2022.

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"
Windstream

INFO ONLY



SERVICE AGREEMENT

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
SUWANNEE CO SCHOOL BOARD	\$2,360.82	\$0.00	\$0.00
SUWANNEE CO BOARD OF EDUCATION	\$1,120.41	\$0.00	\$0.00
SUWANNEE COUNTY SCHOOLS	\$1,500.00	\$0.00	\$0.00

Location Detail

Location Name	SUWANNEE CO SCHOOL BOARD	Account Number	601092
Location Address	1740 OHIO Avenue South , LIVE OAK, FL 32064	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$2,360.82

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Services			
(C) PRI CID NUMBER CONT RATE VAR	2	\$9.00	\$18.00
Services			
(C) ISDN PRI ACCESS-CONTRACT RATE	2	\$1061.01	\$2122.02
Services			
(C) 100 NUM DID BLK CONT RATE VAR	1	\$120.00	\$120.00
Services			
(C) PRI CID NAME CONT RATE VAR	2	\$50.40	\$100.80
Total			\$2,360.82

Location Detail

Location Name	SUWANNEE CO BOARD OF EDUCATION	Account Number	213925007
Location Address	702 2ND ST NW , LIVE OAK, FL 320641608	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,120.41

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Services			
PRI CID NAME CONT RATE VAR	1	\$50.40	\$50.40

INFO ONLY



kinetic business
by windstream.

SERVICE AGREEMENT

Services			
ISDN PRI ACCESS-CONTRACT RATE	1	\$1061.01	\$1061.01
Services			
PRI CID NUMBER CONT RATE VAR	1	\$9.00	\$9.00
Total			\$1,120.41

Location Detail

Location Name	SUWANNEE COUNTY SCHOOLS	Account Number	204199460
Location Address	405 REYNOLDS ST NE , BRANFORD, FL 32008-2861	Service Order Type	Existing Customer

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$1,500.00

Monthly Recurring Charges

Product	Qty	Unit Price	Total Price
MPLS VPN			\$1500.00
Ethernet	1	Included	
MPLS VPN Service 10000.00 Mbps - Intrastate	1	Included	
MPLS/Internet Shared Port	1	\$0.00	\$0.00
Quality of Service	1	\$0.00	\$0.00
Total			\$1,500.00

INFO ONLYWINDSTREAM
ENTERPRISE**EXHIBIT A SCSB 2021-01 (REVISED/RENEWAL)**
SERVICE AGREEMENT**Account Summary**

Customer Name	Suwannee County School District
Quote #	1952043
Windstream Enterprise Representative	Cedrick Hurst
Contract Term Length	36 Months
Effective Date	January 17, 2020
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$3,660.00	\$0.00
MPLS VPN	\$7,000.00	\$0.00
Total	\$10,660.00	\$0.00

INFO ONLY

WINDSTREAM
ENTERPRISE

EXHIBIT A SCSB 2021-01 (REVISED/RENEWAL)
SERVICE AGREEMENT

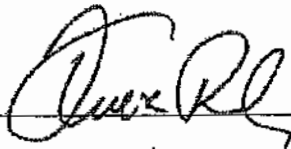
Service Agreement Summary

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

CUSTOMER

WINDSTREAM

Signature:



Signature:

Printed Name: Ted L. Roush

Printed Name:

Title: Superintendent of Schools

Title:

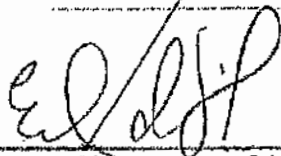
Date: FEB 25 2020

Date:

This offer is voidable by Windstream if not signed and returned by 3/2/2020.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
SUWANNEE CO SCH BRD	\$3,500.00	\$0.00	\$0.00
SUWANNEE CO SCH BRD	\$7,160.00	\$0.00	\$0.00



FEB 25 2020

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

INFO ONLY

WINDSTREAM
ENTERPRISE

EXHIBIT A SCSB 2021-01 (REVISED/RENEWAL)
SERVICE AGREEMENT

Location Detail

Location Name	SUWANNEE CO SCH BRD	Account Number	204199460
Location Address	405 REYNOLDS ST NE, BRANFORD, FL 32008-2861	Service Order Type	Conversion

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$3,500.00

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
MPLS VPN			\$3500.00
Ethernet	1	Included	
MPLS VPN Service 10000.00 Mbps	1	Included	
Quality of Service	1	\$0.00	\$0.00
		Total	\$3,500.00

Location Detail

Location Address	1729 WALKER Avenue South- West, LIVE OAK, FL 32064	Service Order Type	Conversion
------------------	---	--------------------	------------

Total One-Time Charges:
\$0.00

Total Recurring Charges:
\$7,160.00

Location Name	SUWANNEE CO SCH BRD	Account Number	200160091
---------------	---------------------	----------------	-----------

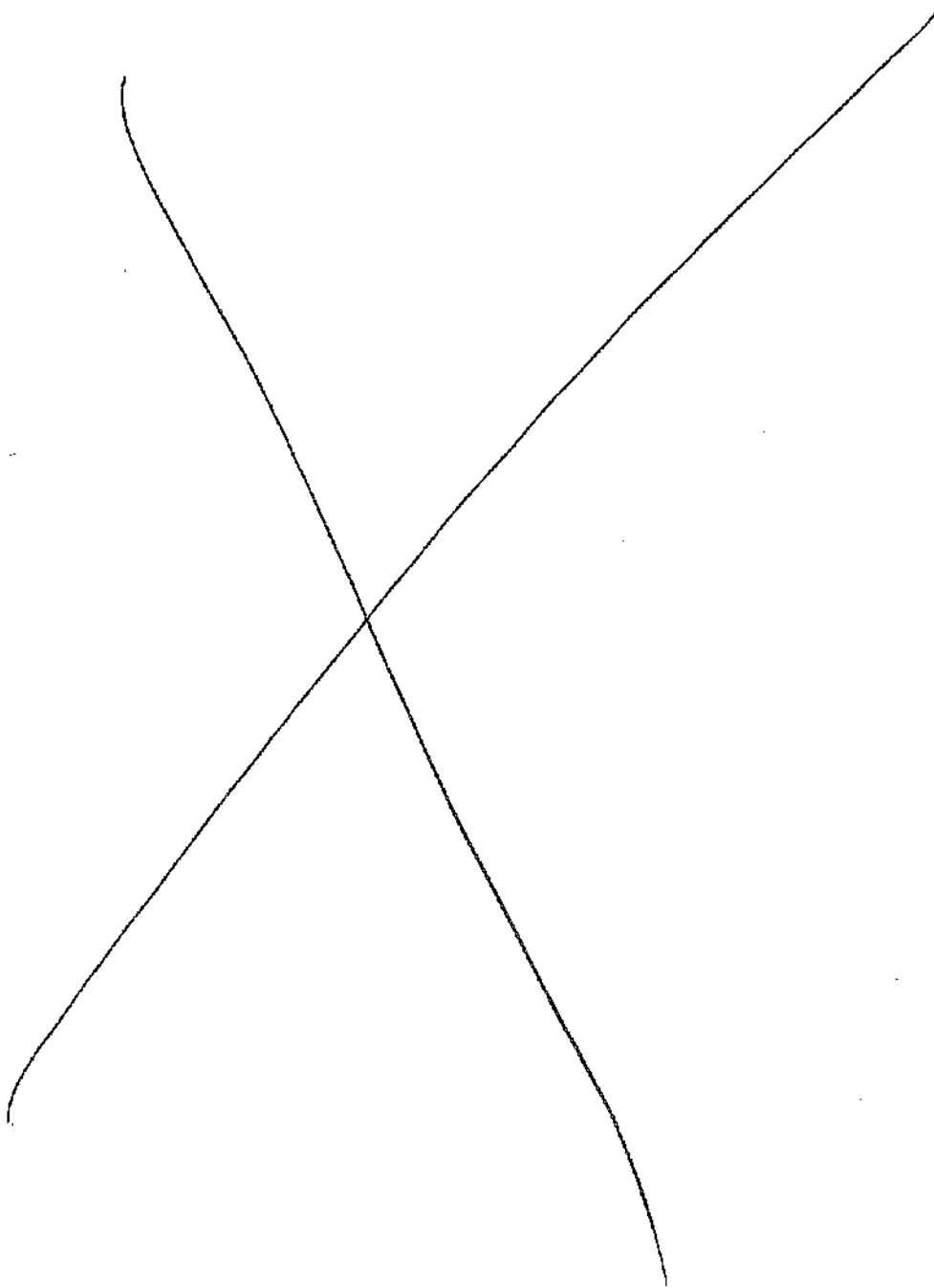
INFO ONLY

WINDSTREAM
ENTERPRISE

EXHIBIT A SCSB 2021-01 (REVISED/RENEWAL) SERVICE AGREEMENT

Monthly Recurring Charges

Product	Qty	Unit Price	Total Price
Internet Service			\$3500.00
Ethernet	1	Included	
Internet Service (10,000.0 Mbps)	1	Included	
ADDITIONAL IP ADDRESSES	1	\$160.00	\$160.00
MPLS VPN			\$3500.00
Ethernet	1	Included	
MPLS VPN Service 10000.00 Mbps	1	Included	
Quality of Service	1	\$0.00	\$0.00
		Total	\$7,160.00



Letter of Agency

Contact Name: Josh Williams	Company Name: Suwannee County School District
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company
Signature: _____

Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversant Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas

INFO ONLY

**WINDSTREAM
ENTERPRISE**

EXHIBIT A SCSB 2021-01 (REVISED/RENEWAL)

Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, ITComm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Noxlight, North Carolina, NorthStar, NTL, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Private Line Jurisdictional Traffic Certification

Customer Name: Suwannee County School District

Customer Address: 1740 Ohio Avenue, South, Live Oak, FL 32064

Contact Person: Josh Williams

Contact Person's Telephone Number: (386) 249-2443

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:
Please check one of the boxes below
 - ☐ Intrastate Services - If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered "intrastate" or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
 - ☐ Interstate services - If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered "interstate" Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
 - ☐ Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wcl.regulatory@windstream.com
 - ☐ The circuits are exempt from federal Universal Service Surcharges ("FUSF Surcharge") because you are a wholesale customer who files your own form 499 report.
2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

INFO ONLY

WINDSTREAM
ENTERPRISE

EXHIBIT A SCSB 2021-01 (REVISED/RENEWAL)

4. If, at any time, the Customer's Information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

Signature: _____

Name

(Print):

Josh Williams

Title

(Print):

Director of IT

Date:

Please Return this page to: Windstream

Communications

4001 Rodney Parham Road

Mail Stop: 1170 B1F212-12A

Little Rock, Arkansas 72212

ATTN: PL Certifications

OR

Email to:

wci.regulatory@windstream.com

Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address:** WIN customers should contact the

WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647). Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers - Contact your Account Manager directly or use 1-866- 791-6277.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Josh Williams

Printed Name

208068493

Account Number

Signature

Date

Windstream Communications Item 21 Attachment

Total number of eligible schools	4
Estimated district Erate %	0%
Undiscounted cost per school	\$31,822.50
Total Undiscounted annual cost	\$127,290.00

Total annual SLD/Erate responsibility	\$ -
Total annual district responsibility	\$ 127,920.00

Feature/Service	Eligibility	Cost	% of Total	% of Total Ineligible	# of eligible	Total annual	Total annual	Total annual	Total annual	Total monthly
1000 Meg VLS Branford, 1000 Meg VLS Admin	Eligible	\$84,000	66%	0%	1	\$ 84,000.00	\$ -	\$ -	\$ 84,000.00	\$ 7,000.00
1000 Mbps Ethernet Internet	Eligible	\$43,290	34%	0%	1	\$ 43,290.00			\$ 43,920.00	\$ 3,660.00
ERATE for 2020-2021				0%		\$ -	\$ -	\$ -	\$ -	\$ -
Windstream SPIN: 143030766				0%		\$ -	\$ -	\$ -	\$ -	\$ -
			0%	5%		\$ -	\$ -	\$ -	\$ -	\$ -
Total Eligible for Funding		\$ 127,290.00	99%		4	\$ 127,290.00		\$ -		
Total Ineligible for Funding		\$ -		0%	4		\$ -		\$ 127,920.00	\$ 10,660.00
		Cost	% of Total Eligible Cost	% of Total Ineligible Cost	# of eligible schools	Total annual Eligible cost	Total annual Ineligible cost	Total annual cost for SLD	Total annual cost for District	Total monthly cost for District

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("the Agreement") entered into this 1st day of July, 2022, by and between Florida Gateway College, hereinafter referred to as "School" whose address is 149 SE College Place, Lake City, Florida, 32025, and the Suwannee County School District, hereinafter referred to as "School Board" whose address is 1740 Ohio Avenue, South, Live Oak, Florida 32064. The College and School Board are collectively referred to as "Parties."

WHEREAS, School offers to enrolled students a degree program in the field(s) of Early Childhood AS, Early Childhood BS, Elementary Education BS, and Educator Preparation Institute.

WHEREAS, School Board and the College recognize the value and importance to the teaching profession, College teacher education programs and other professional programs, and desire that the public interest be served by ensuring a continuing source of competent and well-trained teaching professionals; and

WHEREAS, the College desires that its students, hereinafter referred to as "Interns" to obtain teaching experience at a public school of the School Board; and

WHEREAS, the School Board desires to provide the necessary facilities for said teaching experience in recognition of the need to educate teaching personnel, under terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

I. PURPOSE

1. The purpose of this Agreement is to provide educational experiences for selected College Interns, which includes all students seeking field experiences under this contract. Interns include Pre-Intern, any field experience prior to the intern semester, and Intern, the semester during which the College student completes the College's professional education program in a School Board under the guidance of a fully certified professional, which take place at the School Board and in which the School Board will participate.
2. Field experiences may include the activities listed and defined below:
 - (a) Observation. Intern observes the classroom activities and does not interact with students.
 - (b) Tutoring. Intern provides one-on-one instruction with School Board students.
 - (c) Classroom Assistant. Intern serves as an aide to the School Board teacher and/or assists the School Board teacher with instruction.

- (d) Small Group Instruction. Intern provides instruction to a subgroup of the School Board class.
 - (e) Whole Class Instruction. Intern provides instruction for the entire School Board class.
 - (f) Other. Other field experiences acceptable to both parties.
3. The term "School" shall refer to School Board programs, services, or individual locations headed by a principal or other program administrator.

II. OBLIGATIONS OF THE COLLEGE

1. The College shall offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The College shall keep all records and reports on Intern experiences in accordance with College policy and regulatory requirements.
3. The College shall plan with the School Board administration, in advance, its schedule of Intern assignments to the designated areas, including dates and numbers of Interns.
4. The College agrees to inform Interns that Interns shall be responsible for following the rules and regulations of the School Board, including recognition of the confidential nature of information regarding pupils and their records.
5. The College agrees to assume responsibility for the overall educational experience and grades of the Interns with consideration given to the Cooperating Teacher's assessment and overall evaluation of the Intern.
6. The College shall verify to the School Board staff that each Intern has completed the required academic preparation prior to tentative and final placement.
7. The College staff will be responsible for the coordination and implementation of the Clinical Education Program.
8. The College will assign a College Supervisor who will collaborate with the Cooperating Teacher and will make periodic assessment of Interns' progress as required. For purposes of this Agreement, the term "Cooperating Teacher" shall be defined as the district school educator who is a fully certified teacher, has completed clinical educator training, and successfully demonstrated effective classroom management strategies that consistently result in improved student performance, and has been assigned to supervise the Intern, working daily to assist in developing the professional growth of the Intern through

demonstration of the instruction in teaching skills and attitudes, and working cooperatively with the College Supervisor and /or Area Coordinator in continuing evaluation of the Intern.

9. Interns shall not be considered as employees or agents of the College.
10. The College shall arrange meetings with appropriate School Board staff to review and evaluate the progress of internships, if needed, consistent with School Board staff availability. These meetings can be used for coordination and conflict resolution.
11. The College and its Interns shall obtain individual written approval before beginning any of the activities referred to in Section I of this Agreement. Such written approvals shall be on forms approved by both parties, and shall contain the signatures of all parties required by the form(s). The College and School Board shall use a procedure for placement of Interns that is agreed upon by the School Board Superintendent and the College President, or their respective representatives.

III. OBLIGATIONS OF THE SCHOOL BOARD

1. The School Board shall maintain sole responsibility for the instruction, education, and welfare of its pupils. The School Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils and appropriate Intern and College staff orientations.
2. The School Board agrees that Interns assigned to it for field experiences are under the supervision, control, and responsibility of the School Board.
3. The School Board shall determine the work location and assignment of Interns in collaboration with the College. Every effort shall be made to develop long term working relationships between teacher education programs and individual schools in order to provide a variety of continuous and coordinated field experiences, consistent with Florida Statutes 1004.04. These relationships may be articulated in written plans and attached to this agreement as addenda with the approval of both parties.
4. In consideration of the School's responsibility for the care and safety of its pupils, the School Board shall retain the right, in its sole discretion, to refuse or discontinue its facilities and services to any Intern or College staff and to remove an Intern or College staff who does not continuously meet the School's professional or other requirements or the requirements of any appropriate authority controlling and directing School Board facilities and services. Interns shall be instructed by the College to promptly and without protest leave an area whenever they are requested to do so by an authorized School Board representative. In the event of a threat to pupil safety, which shall be determined by the School Board in its sole discretion, the School shall have the right to terminate the intern

placement action immediately and shall both verbally and in writing notify the College and the Intern as soon thereafter as is practicable.

5. The School Board shall provide qualified Cooperating Teachers for Interns. Cooperating Teachers shall be resource persons for Interns and College staff. Cooperating Teachers selected by the School Board will: (a) assist in orienting Interns to the school, the classroom, and the pupils; (b) explain all school district policies, rules, and regulations to Interns; (c) provide prompt and substantive feedback to Interns regarding all performance activities and interactions with School Board personnel, pupils, and parents; (d) complete evaluations of Interns' progress and submit them to the College Supervisor, after review with the applicable Intern; (e) immediately inform the College Supervisor of any concerns regarding an Intern; (f) shall establish a time to regularly meet and discuss with Interns their activities, impressions, reflections, and suggestions for goals and areas of improvement; (g) supervise Interns on a daily basis -- if the Cooperating Teacher is absent from the school for any reason, a school approved substitute shall be assigned to the classroom. Under no circumstances shall an Intern, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated in writing by the School Board and the College.
6. The School Board shall provide to the College and Interns the policies and procedures and other relevant materials necessary to allow Interns and College personnel to function appropriately within the School.
7. Interns assigned to the School Board shall follow the School's protocols for health and safety.
8. Interns shall be under the direct supervision of the Cooperating Teacher during internship responsibilities. A co-teaching model will be implemented during the internship. Co-teaching is defined as: organizing classroom instruction to reduce the student-adult ratio and/or take advantage of two teachers' expertise, skills and knowledge while maintaining continuous student progress. The "solo teaching time of no less than two weeks" if required by the College program, will still be implemented but under the close supervision and direction of the Cooperating Teacher who will assure that student progress is maintained.
9. The School Board shall permit Interns access to the library facilities/curriculum laboratories available to their personnel. Interns may not remove materials from the School Board without appropriate approval.
10. The School Board shall keep confidential and shall not disclose to any person or entity (a) Intern applications; (b) Intern health records or reports; and/or (c) any Intern records as defined in the Family Educational Rights and Privacy Act (FERPA), concerning any Intern participating in the educational experiences provided by the School, unless such disclosure

is necessary to meet the requirements of this agreement, is authorized by the Intern or is ordered by a court of competent jurisdiction. The School Board shall adopt and enforce policies and procedures necessary to protect the confidentiality of the Intern records as defined herein or as otherwise required by law.

11. Interns shall not be considered employees or agents of the School. Interns shall undergo a background screening pursuant to Florida Statutes 1012.32 and 1012.56, and applicable School Board policies and procedures.

IV. INSURANCE

1. The College agrees that the Interns shall assume personal responsibility for their own medical care and hospitalization.
2. The College shall, through the Florida College Risk Management Consortium and for the duration of their internship experience, maintain professional liability insurance coverage for the Intern of not less than \$2,000,000 per occurrence as assurance of accountability for any such loss, claims, liabilities, or expenses.
3. Interns shall be afforded the protection of law as specified in Florida Statutes 1012.39(3). The College will provide Workers Compensation Insurance for College employees who oversee the internship process.
4. Upon written request, a party shall provide the other party with evidence of insurance coverage mentioned in this section of this Agreement.

V. RESOLUTION OF CONFLICT

1. The Parties agree to periodically review and discuss the operation of the Agreement to ensure that each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this Agreement.
2. In cases of conflict between an Intern and a Cooperating Teacher that cannot be resolved, an appeal shall be made to the College Supervisor. If resolution is not achieved, an appeal shall be made to the School Principal or designee. If resolution is not achieved, an appeal shall be made to the College and School Board liaisons. Final resolution of conflicts, if necessary, shall be made by the School Superintendent in consultation with the College's President.

VI. TERM AND NOTICE

1. The term of this Agreement shall be for one (1) year and shall begin on July 1, 2022 and shall end on June 30, 2023.
2. This Agreement may be terminated at any time by either party hereto, with or without cause upon sixty (60) days written notice to the other party, provided that students currently enrolled in the program shall be permitted to complete the course.
3. Any notices required or permitted under this Agreement by either party to the other shall be made in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to College:

Director of Procurement and Contracts
Florida Gateway College
149 SE College Place
Lake City, Florida 32025

If to School Board:

Mr. Ted Roush, Superintendent
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, Florida 32064

VII. GENERAL PROVISIONS

1. The Parties agree that neither the School Board nor the College shall on the basis of gender, marital status, race, religion, national origin, age, or disability pursuant to law as set forth in the Americans with Disabilities Act (ADA), be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the College and the School Board and their employees, Interns, or agents, but rather is an Agreement by and among the two independent contractors. Each Intern is placed with the School Board in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the School Board but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by School Board personnel. Neither party shall have the power or authority to bind the other in any promise, agreement nor representation other than as specifically provided for in this Agreement. To the extent allowed under state law, neither the School Board nor the College is required to provide workers' compensation coverage for the Interns participating in the educational experience. The College acknowledges that nothing in this Agreement shall be construed to confer any

right upon the College or College personnel to participate in, control, or direct operations at the School. The Parties shall carry all necessary and appropriate insurance for itself, its employees and agents.

3. The College and School Board shall require that each Intern be fingerprinted in accordance with Florida law and School Board policies and procedures, and that results of background screens be known to the School Board prior to placement of the Intern in a district school; pursuant to Florida law, no Intern who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be placed into a public school. The School Board reserves the authority to remove from the school grounds and suspend school access to any Intern charged with any disqualifying offense until the completion of the Intern's case disposition.
4. Either party may require that each College Supervisor be fingerprinted in accordance with Florida law and School Board policies and procedures, and that results of background screenings be known to the School Board prior to supervision of an Intern in a district school; pursuant to Florida law, no College Supervisor who fails to meet district criteria for criminal background check or has been convicted of a Level II criminal offense shall be permitted entry into a public school. The School Board reserves the authority to remove from the school grounds and suspend school access to any College Supervisor charged with any disqualifying offense until the completion of the College Supervisor's case disposition.
5. The School Board shall timely notify the College when any College employee or Intern has been involved in a reported incident and the College shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.
6. The School Board and its employees shall not be entitled to compensation from the College for services or actions of benefit to the College which are part of or related to the educational program.
7. This Agreement constitutes the entire Agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties, whether oral or written, pertaining to the referenced subject matter.
8. This Agreement may be amended at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon written approval of both the College and the School Board.
9. No waiver or breach of any term or provision of this Agreement shall operate, or be construed to constitute, nor shall be, a waiver of any other breach of this Agreement. All

remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and alternative. All waivers to be effective shall be in writing and signed by a duly authorized officer of the waiving Party.

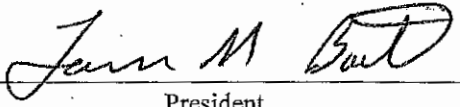
10. If any provision of the Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Parties under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never complied a part hereof; the remaining provisions of the Agreement will remain in full force and effect will not be affected by the illegal invalid, or unenforceable provision or by its severance here from; and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision similar to the such illegal, invalid or unenforceable provision.
11. This Agreement is not intended to create any rights or interests for any other person or entity other than the School Board or the College.
12. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.
13. Each Party to this Agreement agrees to comply with all applicable federal, state and local laws, rules and regulations (Laws). In the event of a conflict, the Laws shall take precedent over any provision of the Agreement.
14. This Agreement is governed by and shall be, construed according to the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in a court of law located in Columbia County, Florida.
15. College and district supervisors shall have required training pursuant to Florida Statutes 1004.04(5).
16. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other Party, the consent of which shall be given at the Party's sole discretion.
17. The paragraph headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision to this Agreement.

18. No default, delay or failure to perform on the part of either party shall be considered chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inaction of governmental authorities, epidemics, war, embargoes, fire, earthquakes, acts of God, default of common carrier.
19. This Agreement is entered into voluntarily by the signatories to this Agreement. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first subscribed above.

SUWANNEE COUNTY SCHOOL DISTRICT

FLORIDA GATEWAY COLLEGE

Superintendent



President

Date



Date

Chairperson, School Board

Chairperson, Board of Trustees

Date

Date

"Approved as to Form and Sufficiency
BY _____

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"