

July 28, 2016

From: Seattle Schools District 1
E-Rate Administration
Seattle Schools District 1
USAC Entity 145192
2445 3rd Avenue South Seattle, WA 98124

To: Ryan B. Palmer, Chief
Telecommunications Access Policy Division
Wireline Competition Bureau
Federal Communications Commission
July 28, 2016
Re DA No. 16-732, released June 29, 2016
CC Docket No. 02-6

Petition for Reconsideration from Seattle School District 1 Entity 145192

Mr. Palmer,

Seattle Schools District 1 (SSD) recently filed an appeal for a waiver of the 120 day invoice filing deadline so that we could then pursue the appropriate steps with USAC to appeal the anticipated decision to deny funding.

The denial letter stated SSD did not demonstrate extraordinary circumstances. SSD's request for reconsideration then is to restate what has already been said in a way that demonstrates the **extraordinary nature of these events**. These events were extraordinary enough that there was national media coverage (see inline Associated Press article) directly related to the events that culminated in this invoicing issue.

SSD has included a table of events to show the extraordinary circumstances under which they have struggled and researched and followed all available guidelines, rules and regulations set forth by Universal Service Administrative Company, FCC guidelines as well as the Modernization Order. In addition, contact was made to the USAC Client Service Bureau on 03/02/15 problem Case ID #22-708362, and again on 6/17/15 Case ID# 22-786834 asking what could be done when invoices cannot be signed and certified with the knowledge that the billed amount could be incorrect subject to the outcome of a court proceeding or settlement offer. The advice from USAC was to appeal the 120 day deadline once SSD had reached a conclusion.

Nothing remotely similar has occurred at SSD since their entry into the E-Rate Program in 1999 making it an extraordinary situation here in Seattle. Nothing on the USAC Client Service Bureau's database documented other school districts calling in with a similar issues making it extraordinary for USAC as well.

In several places various FCC Forms warn: *Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.* The E-Rate financial contact for SSD then was doing her job to the best of her ability when she did not file or certify the necessary forms or submit invoices before these issues were settled.

SSD is happy to provide any additional documentation upon request. Thank you for your time and attention to this important matter.

DATE	EVENT
8/21/14	District is sued for allegedly maintaining an inaccessible website under the ADA and Section 504
October 2014	District & Edline begin attempts at informal resolution / settlement regarding website services, payment, and litigation. Discussions continue, until final resolution in July 2016.
12/05/14	District receives letter from Edline, notifying District it will be terminating its contract with District in 30 days, but would “continue to provide services through February 1, 2015, as previously discussed, and provide gratis access to applicable Edline and SchoolFusion services for a transition period.”
12/09/14	In response to 12/05 termination letter, District seeks clarification on service duration and “gratis access.” Clarification not received.
12/23/14	District sued Edline for breach of contract (Edline’s contract with District promised to provide a website and content management that was compliant with all state and federal laws, including Section 504 and the ADA)
02/10/15	Edline bills District for invoices #1168018 (\$2,511.08), #1182451 (\$40,387.19), and #1182452 (\$40,387.19). Invoices were for services from July 1, 2014 through June 30, 2015.
2/10/15	Edline files a counterclaim against District, requesting Court to find that Edline terminated contract on 01/05/15, but no later than 02/01/15, and that as of no later than 02/01/15, Edline was not obligated to provide any services pursuant to the Contract or for any liabilities
02/11/15	District emails Edline to seek clarification on billing since Edline had notified District it had terminated contract
02/12/15	Edline notifies District “invoices were cut in error.”
03/06/15	Edline notifies District that it is making “preparations for the cessation of services.”
04/29/15	Edline bills District for invoices #1168018 (\$2,511.08), #1182451 (\$40,387.19), and #1182452 (\$40,387.19). Invoices were for services from July 1, 2014 through June 30, 2015.
05/01/15	Edline notifies District it is continuing to make preparations for cessation of services
05/07/15	District contacts Edline to ask for clarification regarding invoices received on 4/29, noting that Edline has stated it ceased services and “paying [invoices] would be consistent with extending our service through the end of the school year.”
05/20/15	Edline responds stating “invoices should not be interpreted as consistent with extending services through the end of the school year,” and that invoices would be researched and “corrected, reissued, and/or pro-rated.”
07/31/15	District receives notice that “one or more of your Blackboard Engage products has been deactivated due to non-payment, non-renewal or a missing, signed contract.”
12/22/15	Edline bills District for invoices #1168018 (\$2,511.08), #1182451 (\$40,387.19), and #1182452 (\$40,387.19). Invoices were for services from July 1, 2014 through June 30, 2015.
02/25/16	Edline and District reach tentative settlement regarding invoices
03/02/16	District files waiver request
07/21/16	Case settles

seattle times archives - Google... Blind mom sues Seattle sch...
www.seattletimes.com/news/blind-mom-sues-seattle-schools-over-website-accessibility/
Friday to 5 a.m. Saturday.

News

Blind mom sues Seattle schools over website accessibility

Originally published August 20, 2014 at 8:53 pm

By [The Associated Press](#)

Share story

- Share
- Email
- Tweet

A blind mother whose three children attend Seattle Public Schools is suing the district, saying its website and math software aren't compatible with technology that blind people use to access the Internet.

Noel Nightingale filed the discrimination lawsuit in federal court Wednesday. She says that from 2005 until 2012, she was able to use the Seattle Public Schools website with a "screen reader," a device that vocalizes the information on a computer screen or displays the content on a refreshable Braille display.

But in 2012, she says, changes to the website made it no longer compatible. The software that students use to complete math assignments wasn't available either.

Nightingale says the problem hasn't been fixed, despite repeated requests. Her lawyers say cheap, readily available programs are available to make the website compatible.

Seattle Public Schools did not immediately respond to a message seeking comment Wednesday afternoon.

Nightingale's lawsuit is supported by the National Federation of the Blind.

The Associated Press

Email Newsletter Sign-up
Custom-curated news highlights, delivered weekday mornings.

Most Read Stories

- Thinking of voting for Jill Stein or Gary Johnson? Here are their policy positions
- 50 years later, Bob Dylan's motorcycle crash remains mysterious
- 6 Seattle spots for truly great pizza [VIEW](#)

The Seattle Times on Facebook

Respectfully,
John Mitchell
John Mitchell
E-Rate Administrator, SSD
Department of Technology Services
2445 3rd Ave South
Seattle, WA 98134-1923
MS 21-350