

DOCKET FILE COPY ORIGINAL RECEIVED

WHITEVILLE CITY SCHOOLS

POST OFFICE BOX 609
WHITEVILLE, NORTH CAROLINA 28472
TELEPHONE: (910) 642-4116 FAX: (910) 642-0564

JUN 1 2001

FCC MAIL ROOM

May 31, 2001

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
Office of the Secretary
445-12th Street SW
12th Street Lobby Counter TW-A325
Washington, D.C. 20554

RE: Request for Review by the
Whiteville (North Carolina) City Schools
Of Decision of the Universal Service
Administrator for Program Year 3

FCC Docket Number 96-45
FCC Docket Number 97-21

Dear Ms. Roman Salas:

Enclosed, please find an appeal of the Universal Service Administrator's decision denying E Rate funding for Program Year 3 to the Whiteville, North Carolina, City Schools.

I am sending this via overnight carrier to the above address.

Thank you for your consideration of this matter.

Sincerely,

Patricia L. Medlin / KRW

Ms. Patricia L. Medlin
Director of Technology

No. of Copies rec'd atf
List A B C D E

Subject: Signature Approval

Date: Wed, 30 May 2001 14:53:43 -0400

From: "Patricia Medlin" <pmedlin@mail.whiteville.k12.nc.us>

To: <kathryn.r.wilson@ncmail.net>

Permission is granted to Kathryn Wilson to sign my name and then use her initials to verify.

Patricia L. Medlin
Director of Technology and Support Services
Whiteville City Schools

RECEIVED

JUN 1 2001

FCC MAIL ROOM

Before the
Federal Communications Commission
Washington DC 20554

In the Matter of

Request for Review by the)	
North Carolina Department of Commerce-SIPS)	FCC Docket No. 96-45
Whiteville City Schools)	FCC Docket No. 97-21
Of Decision of the Universal Service)	
Administrator for Program Year 3)	

Applicant: North Carolina Department of Commerce -SIPS
Whiteville North Carolina City Schools
Billed Entity Number: 162994
Application Number 178479
FRN 360428

Summary

The Whiteville City Schools ("the Applicant") respectfully asks the Federal Communications Commission ("FCC") to review the decision of the Universal Service Administrator for E Rate program year 3, 2000-2001, which denied part of our applications for E Rate discounts for voice telephone service. The SLD denied part of our application because it said we had not provided sufficient documentation to support the contract through the end of Funding Year 3.

The Applicant believes that it has correctly followed the Administrative Rules for this program. To the extent that the SLD or the FCC believes that it did not, the Applicant respectfully shows the FCC that there was never any intent to defraud, misrepresent or work in bad faith against any of the Rules of the Program. Further failure to get the total amount of E Rate discount for Year 3 is a hardship for the Whiteville City Schools.

We respectfully ask that the FCC review the evidence presented in this case, review the SLD's decision in this matter and allow the Whiteville, North Carolina City Schools to receive its E Rate discount for Funding Year 3 for telecommunications services.

Statement of Interest

The Applicant is the public school system for Whiteville, North Carolina. Whiteville is the County Seat for Columbus County, North Carolina in the southeastern part of the State. Using 1990 census data, 9.1% of county residents are college graduates and 59.4% are high school graduates. The county's average SAT combined scores for verbal and math in 2000 was 872. The annual unemployment rate for 2000 averaged 10.6%.

For Funding Year 3, July 1, 2000 through June 30, 2001, the Applicant chose the State Master Contract for voice telecommunications service. The billed entity for this service is the North Carolina Department of Commerce – SIPS. The Applicant's request for E rate funding of voice telephone service provided by the State Master Contract was partially denied by the SLD.

The State of North Carolina and Whiteville City Schools are currently in a budget emergency. Loss of the E Rate discount for the Whiteville City Schools is very serious for both the County School System and the State. The amount of the above-listed FRN for telecommunications service that was denied by the SLD is approximately \$8,731.

Statement of Relevant, Material Facts

- For Funding Year 3, the Applicant chose to get telephone service from the State Master Contract. It filed a Form 471 (Attachment 2) indicating that choice and included several FRNs for voice telephone service of which FRN 360428 was one.
- In its Funding Commitment Decision Letter, the SLD indicated that funding was denied for FRN 360428 with Sprint telephone because the "The 470 cited did not include service of this type, therefore it does not meet the 28 day competitive bidding requirement."
- The Applicant realized it had cited the wrong Form 470 when it applied and corrected the Form 470 number to the correct one. The correct Form 470 is Attachment 1. Attachment 1 also includes the letter the Applicant sent to the SLD correcting the Form 470 number.
- The Applicant appealed the decision of the SLD to the Universal Service Administrator. The result of that appeal was a partial denial of the requested amount. In denying part of the request, the Administrator stated, "Your appeal letter cited another Form 470 for this funding request. This request is for telecommunications service that was contracted on 12/18/1996 and expired 12/18/2000. You have not proven that a contract was signed extending this service through the full funding year. Therefore this funding request will cover the six months contracted service and your appeal is partially approved."
- The underlying carrier for the State Master Contract from which the Applicant buys voice telephone service is Sprint Telecommunications Services doing business as Carolina Telephone Service. The State Master Contract with Sprint/Carolina Telephone was signed on December 18, 1996 to be effective when service was established pursuant to the contract. The contract is a multi-year contract. Our understanding is that under the rules for the E Rate program, a contract signed on or before July 10, 1997, is exempt from the competitive bid requirements for the life of the contract.
- 47 CFR 54.511 (c) (i) provides "A contract signed on or before July 10, 1997 is exempt from the competitive bid requirements for the life of the contract; . . ." That section of the FCC regulations further provides at (d) (1) , "the exemption from the competitive bid requirements set forth in paragraph (c) of this section shall not apply to voluntary extensions or renewals of existing contracts..." (Emphasis added.)
- The contract in question (Attachment 3) provides at Section 4 that the term of the contract shall be 48 months from the date that service is established. Further, at 4(D) the contract provides:

This Agreement will be automatically renewed and extended on a month to month basis from the referenced termination date, unless either party gives written notice to the other of an intention to terminate the agreement at the expiration of the then current terms. Such notice is to be given not less than thirty (30) days prior to the expiration of the then current terms. (Emphasis added.)

- Our position is that by its own terms, the contract continues until such time as either party provides notice of termination to the other party with 30 days notice. The contract has no provision for amendments.
- I am informed that under North Carolina law, where the language of the contract is plain and unambiguous, the construction of the agreement is a matter of law; a reviewing court may not ignore or delete any of its provisions, nor insert words into it, but must construe the contract as written, *Minor v. Minor*, 70 N.C. App. 76, 79, 318 S.E. 2d 865, 867, disc. rev. denied, 312 N.C. 495, 322 S.E.2d 558 (1984) Contracts are construed according to the intent of the parties, and in the absence of ambiguity, a court construes them by the plain, ordinary and accepted meaning of the language used. *Integon General Ins. Corp. v. Universal Underwriters Ins. Co.*, 100 N.C. App. 64, 68, 394 S.E.2d 209, 211 (1990) (Emphasis added).
- The plain, ordinary and accepted meaning of “automatic” is “largely or wholly involuntary,” Merriam-Webster’s Collegiate Dictionary. This is not the plain, ordinary and accepted meaning of the word “voluntary.” The plain, ordinary and accepted meaning of “voluntary” is proceeding from the will or from one’s own choice or consent. Id.
- The contractual term is not a voluntary extension of the contract but an automatic one. The contract continues until someone cancels it.
- The Applicant understands that the FCC and the SLD want to assure themselves that there is some movement toward competition in local telephone service. Both may be interested in knowing that State of North Carolina is in the midst of a large competitive procurement process, which was not finished in December 2000 but is anticipated to be done by the beginning of Year 4 of the E Rate program. The State has filed a Form 470 for this procurement, and that Form 470 has been posted to the SLD web site.
- It is the position of the Applicant that the contract has not been terminated and thus is still in effect from its original signing. It is further the position of the Applicant that the contract has not been terminated because the competitive bidding process for the new contract is not yet finished.

Question Presented for Review

The Applicant believes that the Sprint contract has not been terminated and so, under the plain words of the contract, it continues. The Applicant understands that the State has not terminated the contract because it is negotiating a new competitive procurement for voice telephone service for North Carolina schools and libraries.

Statement of Relief Sought

The Applicant respectfully asks that the Commission determine that the contract for Sprint Telephone service has not been terminated and thus is grandfathered under FCC regulations. The Applicant further requests that the FCC permit it to receive the E Rate discount for voice telecommunications service from Sprint Telephone service for Program Year 3.

Please do not hesitate to call us if there are any questions surrounding this Appeal.

Contact person:

Ms. Patricia L. Medlin
Director of Technology
Whiteville City Schools
Post Office Box 609
Whiteville, North Carolina 28472
(910) 642-4116

Respectfully submitted this 31st day of May 2001.

Ms. Patricia L. Medlin
Directory of Technology
Whiteville City Schools
Post Office Box 609
Whiteville, North Carolina 28472

Whiteville (North Carolina) City Schools
Appeal to the FCC of partial denial of E Rate funding
Program Year 3
FCC Dockets Nos. 96-45, 97-21

ATTACHMENT 1

FORM 470



WHITEVILLE CITY SCHOOLS

Post Office Box 608
Whiteville, North Carolina 28472
Telephone: (910) 642-4116 • Fax: (910) 642-0564



Board of Education

Jackie McPherson, Chairperson
Al Phillips, Vice Chairperson
Flossie Inman
LaDeen Powell
Mary Anne Tyndall

Anthony L. Parker, Ed.D.
Superintendent

Lon O. Pierce, Ed.D.
Associate Superintendent

Coleman D. Barbour
Assistant Superintendent

Funding Commitment Decision Letter Appeal

November 7, 2000

Re: Form 471 Application Number: 178479
Billed Entity Number: 162994
Applicant Name: Whiteville City Schools
Funding Request Numbers: 360428 & 360527
Contact Name: Patricia L. Medlin
Email: pmedlin@mail.whiteville.k12.nc.us

The 471 above was not funded because "services were not requested on the Form 470."
The 471 was filed for local and long distance telephone service at tariff rates. The
incorrect 470 number was reported on the form. The 470 number for telecommunications
is 66528000014980.

Sincerely,

Patricia L. Medlin
Director of Technology

FCC Form

Approval by OMB
3060-0806

470

**Schools and Libraries Universal Service
Description of Services Requested
and Certification Form**

Estimated Average Burden Hours Per Response: 6.0 hours

This form is designed to help schools and libraries describe the eligible telecommunications-related services they seek so that this data can be posted on a website and interested service providers can identify the applicant as a potential customer and compete to serve it.

Please read instructions before completing.

(To be completed by entity that will negotiate with providers.)



Posting Date: 01/22/1999
Allowable Contract Date: 02/19/1999
Certification Received Date: 01/29/1999

1. Name of Applicant: WHITEVILLE CITY SCHOOL DIST	2. Funding Year: 07/01/1999 - 06/30/2000
--------------------------------------------------------------------	-----------------------------------------------------------

3a. NCES School Code (if individual school) Or NCES Library Code (if individual library)
State: **37** - District: **04920** - School/Library:

3b. Universal Service Control Number: 665280000149480	3c. Applicant ID Number: 127013
------------------------------------------------------------------------	--------------------------------------------------

4a. Type Of Applicant
(Check only one box.)

school

school district

library or library consortium under the LSTA

consortium of multiple entities

4b. If Applicant is a consortium, check all other boxes that apply:

<input type="checkbox"/> includes non-governmental entities ineligible for support	<input type="checkbox"/> state educational agency
<input type="checkbox"/> entity desires separate bills for each member of consortium	<input type="checkbox"/> local educational agency
<input type="checkbox"/> entity desires separate bills for some members of consortium	<input type="checkbox"/> educational service agency
<input type="checkbox"/> region of a state <input checked="" type="checkbox"/> statewide <input type="checkbox"/> multi-state	

Street

107 W WALTER ST

City	State	Zip Code 5Digit	Zip Code 4Digit
WHITEVILLE	NC	28472	

Telephone number Ext:	E-mail Address
(910) 6424116	

Street Address, P.O.Box, or Route Number (if different from Item 5)

Street:

107 W WALTER ST

City:	State	Zip Code 5Digit:	Zip Code 4Digit:
WHITEVILLE	NC	28472	

Fill in all of the following (if available), and check the preferred mode of contact:

<input type="radio"/> Telephone Number Ext: ()	<input type="radio"/> Fax Number Ext: ()	<input checked="" type="radio"/> E-mail address: pmedlin@weblink.net	<input checked="" type="radio"/> Mail:
----------------------------------------------------	----------------------------------------------	--------------------------------------------------------------------------------	----------------------------------------

7a. Number of students: 2752	7b. Number of library patrons:
8. Number of buildings to be served: 27	9. Number of rooms to be served: 245

10. Check if applicant seeks discounts only for eligible services based on one or more **existing, binding** contract(s) and proceed to Block 4.

Sequence #	Date Contract Signed	Contract Termination Date
------------	----------------------	---------------------------

11. Check here if you have a Request for Proposal(RFP) available. If RFP is posted on a website, provide the website address

(1)	(2)	(3)	(4)	(5)
	Existing Services	Additional Services Desired	Total Services Desired	Details(Optional)
a. Number of phones that have or require service (See instructions concerning extension phones and fax machines.)	18	18	36	
b. Number of computers that have or require service				
c. Number of high bandwidth video conferencing links				
d. Specify other (Optional)				
a. Number of buildings with at least some rooms connected				
b. Number of rooms connected				
c. Highest Speed of connection				
d. Specify other (Optional)				
a. Number of dial up connections necessary				
b. Highest speed of dial up connections				
c. Number of direct connections necessary				
d. Highest speed of such direct connections				
e. Specify other (Optional)				

15. You may provide additional summary information about the services you are requesting to help service providers identify your needs more precisely. You may provide technical requirements or give an informal description of your telecommunications-related goals.

16. Check here if there are any restrictions imposed by state or local laws or regulations on how and when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures. You may attach restrictions or give website where they are posted.

17. Purchases in future years: If you have current plans to purchase additional services in future years, describe them below (Providing this information is optional.)

18. Although the following services and facilities are ineligible for support, they are usually necessary if schools and libraries are to make effective use of the eligible services requested in this application.
 (If your application is only for basic voice telephone service, **check this box** and go to Item 19. Otherwise, you must check at least one box in each of the other lines. You may provide details for purchases being sought.)

a. Desktop communications software: Software required <input type="checkbox"/> has been purchased; and/or <input type="checkbox"/> is being sought.
b. Electrical systems: <input type="checkbox"/> adequate electrical capacity is in place or has already been arranged; and/or <input type="checkbox"/> upgrading for additional electrical capacity is being sought.
c. Computers: a sufficient quantity of computers <input type="checkbox"/> has been purchased; and/or <input type="checkbox"/> is being sought.
d. Computer hardware maintenance: adequate arrangements <input type="checkbox"/> have been made; and/or <input type="checkbox"/> are being sought.
e. Staff development: <input type="checkbox"/> all staff have had an appropriate level of training or additional training has already been scheduled; and/or <input type="checkbox"/> training is being sought.
f. Additional details: Use this space to provide additional details to help providers to identify the services or facilities you desire.

19. **Eligible Entities:** (Billed Entities.) If applicant is an individual school or a library or a school district or a library system that will receive only one bill, it should only fill in the first row of this chart. If applicant is a consortium of multiple billed entities, then it should fill out a row for each billed entity. (Applicant may attach additional pages.)

Billed Entity	Billed Entity's Zip Code	Billed Entity Code (Inserted by Administrator)	Zip Code(s) of Recipients of Service
NORTH CAROLINA DEPARTMENT OF COMMERCE, SIPS	27609	182158	28472

20. **Entities Ineligible for Schools and Libraries Discount:**

Name of Entity	Zip Code(s) of Recipients of Service	Contact Person	Phone Number, E-mail Address, or Alternative Preferred Contact Method
----------------	--------------------------------------	----------------	-----------------------------------------------------------------------

a. schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school(including, but not limited to) elementary and secondary schools, colleges, and universities.

a. individual technology plans and/or

b. higher-level technology plans for using the services requested in this application(if those services consist of other than voice services).

a. Technology plan(s) has/have been approved; or

b. Technology plan(s) will be approved by a state or other authorized body; or

c. Technology plan(s) will be submitted to Schools and Libraries Corporation for approval.

24. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

25. I recognize that support under this program is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

26. I certify that I am authorized to submit this request on behalf of the above-named applicant, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

29. Printed name of authorized person

Dr. Anthony L. Parker

30. Title or position of authorized person

Superintendent

Whiteville (North Carolina) City Schools
Appeal to the FCC of partial denial of E Rate funding
Program Year 3
FCC Dockets Nos. 96-45, 97-21

ATTACHMENT 2

FORM 471

*phone services
local/long distance*

FCC Form 471

Services Ordered and Certification Form



Approval by OMB 3080-0808

Estimated Average Burden Hours Per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application.

Applicant's Form Identifier:
(insert your own code to identify THIS Form 471)

2411076

Form 471 Application #:
(inserted by Administrator)

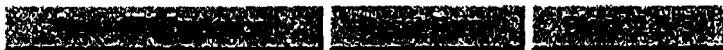
178479

Block 1: Billed Entity Information

(The "Billed Entity" is the entity paying the bills for the services listed on this form.)

1. Name of Billed Entity NORTH CAROLINA DEPARTMENT OF COMMERCE, SIPS		2. Funding Year: 07/01/2000 - 06/30/2001	
3. Entity Number 182994			
4. Applicant's Address, etc.			
a. Street 3700 WAKE FOREST ROAD			
City RALEIGH	State NC	Zip Code 5Digit 27609	Zip Code 4Digit
b. Telephone number (919) 981-5229		c. Fax number (919) 875-3677	
d. E-mail Address jody_adams@ncmail.net			
5. Type Of Applicant (Select only one type)			
<input type="radio"/> Individual School (individual public or non-public school)			
<input checked="" type="radio"/> School District (LEA, public or non-public (e.g., diocesan) local district representing multiple schools)			
<input type="radio"/> Library (including library system, library branch, or library consortium applying as a library)			
<input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia)			
If you selected "Consortium" in #5 above, check here <input type="checkbox"/> if any members are ineligible non-governmental entities.			
6a. Contact Person's Name: Patricia L. Medlin			
Connect and/or add any Contact Person's information below as necessary, then select your preferred mode of contact.			
6b. Street Address, P.O.Box, or Route Number			
<input type="radio"/> 107 W. Walter St.			
City Whiteville	State NC	Zip Code 5Digit 28472	Zip Code 4Digit

<input type="radio"/> 6c. Telephone Number (10 digits + ext.)	(910) 642 - 4116 ext 231
<input type="radio"/> 6d. Fax Number (10 digits)	(910) 642 - 0564
<input checked="" type="radio"/> 6e. E-mail Address (80 characters max.)	pmedlin@mail.whiteville.k12.nc.us



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FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 2411876
 Contact Person: Patricia L. Medina

Entry Number: 162994
 Phone Number: (910) 642-4116 Ext. 231

Block 2: Minor Modification to Existing Contract?

7. THIS ITEM CANNOT BE FILED ONLINE. You may use this item ONLY to inform the fund administrator of Minor Contract Modifications for previously filed Forms 471, and you may do so ONLY through manual filing on paper. Please call 888-203-8100 for specific instructions.

Block 3: Impact of Services Ordered in this Application

8. Please provide your best estimate of the number of people who will be served by all of the services ordered in THIS Form 471. Schools/school districts complete 8a. Libraries complete 8b. Consortia complete 8a and/or 8b.

a. Number of students to be served	2745	b. Number of library patrons to be served
------------------------------------	------	-------------------------------------------

9. The following questions seek summary outcome information based on the service ordered in this Form 471 application. Please complete only those rows that are relevant to THIS application.

IF THIS APPLICATION INCLUDES..	Before Order	After Order
a. Telephone service (for schools/school districts/consortia only): How many classrooms had phone service before and after your order?	0	0
b. High-bandwidth voice/data/video service: How many buildings served before and after your order?		
c. High-bandwidth voice/data/video service: Highest speed to a building before and after your order?		
d. Dial-up Internet connections: How many before and after your order?		
e. Dial-up Internet connections: Highest speed before and after your order?		
f. Direct connections to the Internet: How many before and after your order?		
g. Direct connections to the Internet: Highest speed before and after your order?		
h. Internet access (for schools): How many rooms have Internet access before and after your order?		
i. Internet access (for libraries): How many buildings have Internet access before and after your order?		
j. Internet access: How many computers (or other devices) with Internet access before and after your order?		
k. Other technology outcomes?		

HOME ESCAPE SAVE & EXIT HELP

FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 2411076
Contact Person: Patricia L. Medlin

Entity Number: 162994
Phone Number: (910) 642-4116 Ext. 231

Bottom

Block 4, Item 10: Discount Calculation Worksheet A for Individual Schools/School Districts (Display)

Type "A" Worksheet No. 174669		
1. Name of School: <u>WHITEVILLE PRIMARY SCHOOL</u>	4. Total # of Students: 639	2. Entity Number: 29741
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 90%	5. # of Students Eligible for NSLP: 487
6. %Students Eligible for NSLP (#5 / #4): 76.212%		8. Weighted Product (#4 X #7): 575.1
1. Name of School: <u>WHITEVILLE HIGH SCHOOL</u>	4. Total # of Students: 770	2. Entity Number: 29743
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 70%	5. # of Students Eligible for NSLP: 319
6. %Students Eligible for NSLP (#5 / #4): 41.428%		8. Weighted Product (#4 X #7): 519
1. Name of School: <u>EDGEWOOD ELEMENTARY SCHOOL</u>	4. Total # of Students: 675	2. Entity Number: 29744
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 80%	5. # of Students Eligible for NSLP: 463
6. %Students Eligible for NSLP (#5 / #4): 68.592%		8. Weighted Product (#4 X #7): 540
1. Name of School: <u>CENTRAL MIDDLE SCHOOL</u>	4. Total # of Students: 661	2. Entity Number: 29745
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 80%	5. # of Students Eligible for NSLP: 382
6. %Students Eligible for NSLP (#5 / #4): 57.791%		8. Weighted Product (#4 X #7): 528.8
School District total for total number of students (#4) for all entities listed in this worksheet: 2745		
School District total for weighted product (#8) for all entities listed in this worksheet: 2182.9		
Block 4, Item 10c. School District Weighted Average Discount % for Shared Services (#8 total / #4 total X 100) for this worksheet: 80%		

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HOME CANCEL SAVE & EXIT HELP

FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 2411076
Contact Person: Patricia L. Medlin

Entity Number: 162994
Phone Number: (910) 642-4116 Ext. 231

Bottom

Block 4, Item 10: Discount Calculation Worksheet A for Individual Schools/School Districts (Display)

Type "A" Worksheet No. 174669		
1. Name of School: <u>WHITEVILLE PRIMARY SCHOOL</u>	4. Total # of Students: 639	2. Entity Number: 29741
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 90%	5. # of Students Eligible for NSLP: 487
6. %Students Eligible for NSLP (#5 / #4): 76.212%		8. Weighted Product (#4 X #7): 575.1
1. Name of School: <u>WHITEVILLE HIGH SCHOOL</u>	4. Total # of Students: 770	2. Entity Number: 29743
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 70%	5. # of Students Eligible for NSLP: 319
6. %Students Eligible for NSLP (#5 / #4): 41.428%		8. Weighted Product (#4 X #7): 539
1. Name of School: <u>EDGEWOOD ELEMENTARY SCHOOL</u>	4. Total # of Students: 675	2. Entity Number: 29744
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6. %Students Eligible for NSLP (#5 / #4): 68.592%		8. Weighted Product (#4 X #7): 540
1. Name of School: <u>CENTRAL MIDDLE SCHOOL</u>	4. Total # of Students: 661	2. Entity Number: 29745
3. Urban or Rural: Rural	7. Discount % from Discount Matrix: 90%	5. # of Students Eligible for NSLP: 382
6. %Students Eligible for NSLP (#5 / #4): 57.791%		8. Weighted Product (#4 X #7): 528.8
School District total for total number of students (#4) for all entities listed in this worksheet: 2745		
School District total for weighted product (#8) for all entities listed in this worksheet: 2182.9		
Block 4, Item 10c. School District Weighted Average Discount % for Shared Services (#8 total / #4 total X 100) for this worksheet: 90%		

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FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 2411076
Contact Person: Patricia L. Medlin

Entity Number: 162994
Phone Number: (910) 642-4116 Ext. 231

Bottom
Block 5 Display

FRN: 360426	11. Category of Service: TELCOMM SERVICES	12. 470 application Number: 767560000261977
13. SPIN: 143001484	14. Service Provider Name: Sprint/Carolina Telephone & Telegraph Co.	
15. Contract Number: T	16. Billing Account Number: 910-642-4116	17. Allowable Contract Date: 12/31/1999
18. Contract Award Date:	19. Service Start Date: 07/01/2000	20. Contract Expiration Date:
21. Attachment #: 1	22. Block 4 Worksheet No.: 174669	
23a. Monthly Charges: \$1,819.00	23b. Ineligible monthly amt: \$0.00	23c. Eligible monthly amt: \$1,819.00
23d. Number of months of service: 12	23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$21,828.00	
23f. One-time charges: \$0.00	23g. Ineligible one-time amt: \$0.00	
23h. Annual pre-discount amount for eligible one-time charges (23f - 23g): \$0.00		
23i. Total program year pre-discount amount (23e + 23h): \$21,828.00		23j. % discount (from Block 4): 80
23k. Funding Commitment Request (23i x 23j): \$17,462.40		

FRN: 360427	11. Category of Service: TELCOMM SERVICES	12. 470 application Number: 767560000261977
13. SPIN: 143004824	14. Service Provider Name: BellSouth Telecommunications, Inc.	
15. Contract Number: NC97-5088-01	16. Billing Account Number: 910-642-4116	17. Allowable Contract Date: 12/31/1999
18. Contract Award Date: 09/11/1999	19. Service Start Date: 07/01/2000	20. Contract Expiration Date: 06/30/2001
21. Attachment #: 2	22. Block 4 Worksheet No.: 174669	
23a. Monthly Charges: \$3,000.00	23b. Ineligible monthly amt: \$0.00	23c. Eligible monthly amt: \$3,000.00
23d. Number of months of service: 12	23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$36,000.00	
23f. One-time charges: \$0.00	23g. Ineligible one-time amt: \$0.00	
23h. Annual pre-discount amount for eligible one-time charges (23f - 23g): \$0.00		
23i. Total program year pre-discount amount (23e + 23h): \$36,000.00		23j. % discount (from Block 4): 80
23k. Funding Commitment Request (23i x 23j): \$28,800.00		

Top



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JUL-12-2000 WED 05:11 PM WHITEVILLE CITY SCHOOLS FAX NO. 910 642 0564 P. 07



FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 2411078

Entity Number: 162994

Contact Person: Patricia L. Medlin

Phone Number: (910) 842-4116 Ext. 231

Block 6: Certifications and Signature

24. The applicant is eligible for support because it includes: (Check one or both)

- a. schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. libraries or library consortia eligible for assistance from a state library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to) elementary and secondary schools, colleges and universities.

25. The school(s) or library(ies) I represent have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services.

26. All of the individual schools, libraries, and library consortia listed in Block 4 are covered by:

- a. an individual technology plan for using the services requested in this application; and/or
- b. higher-level technology plan(s) for using the services requested in this application
- c. no technology plan needed; applying for basic local and long distance telephone service only

27. Status of technology plans (if representing multiple entities with mixed tech plan status, check both a and b):

- a. technology plan(s) has/have been approved.
- b. technology plan(s) will be approved by a state or other authorized body.
- c. no technology plan needed; applying for basic local and long distance telephone service only.

28. I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws regarding procurement of services for which support is being sought.

29. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

30. I certify that the entity(ies) I represent has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments.

JUL-12-2000 WED 05:12 PM WHITEVILLE CITY SCHOOLS

FAX NO. 910 842 0564

P. 08

31. I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. I recognize that I may be audited pursuant to this application and will retain for five years any and all worksheets and other records that I rely upon to fill out this application.

33. I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

36. Printed name of authorized person

37. Title or position of authorized person

38. Telephone number of authorized person

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 602, 603(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.



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Entity Number <u>162999</u>	Applicant's Form Identifier <u>541070</u>
Contact Person <u>Jody Adams</u>	Phone Number <u>(919) 981-5229</u>

Block 6: Certifications and Signature

- 24 The applicant is eligible for support because it includes: (Check one or both.)
- a schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
 - b libraries or library consortia eligible for assistance from a state library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary and secondary schools, colleges, or universities.
- 25 The schools and libraries I represent have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services.
- 26 All of the individual schools, libraries, and library consortia listed in Block 4 are covered by:
- a an individual technology plan for using the services requested in this application; and/or
 - b higher-level technology plan(s) for using the services requested in this application; or
 - c no technology plan needed; applying for basic local and long distance telephone service only
- 27 Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):
- a technology plan(s) has/have been approved.
 - b technology plan(s) will be approved by a state or other authorized body.
 - c no technology plan needed; applying for basic local and long distance telephone service only.
- 28 I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws regarding procurement of services for which support is being sought.
- 29 I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.
- 30 I certify that the entity(ies) I represent has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments.
- 31 I understand that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- 32 I recognize that I may be audited pursuant to this application and will retain for five years any and all worksheets and other records that I rely upon to fill out this application.
- 33 I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

34 Signature <u>Jody A. Adams</u>	35 Date <u>11/14/00</u>
36 Printed name of authorized person <u>Jody Adams</u>	
37 Title or position of authorized person <u>School Technology Program Manager</u>	
38 Telephone number of authorized person: <u>(919) 981-5229, ext. _____</u>	
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.	

Attachment 1

Applicant Form Identifier 2411076

ITS entity # 162994

**Contact Person: Jody Adams
919-981-5165**

This form is for local phone service shared by Whiteville City Schools District (entity # 127013)

**Whiteville Primary School
Edgewood Elementary School
Central Middle School
Whiteville High School**

Attachment 2

Applicant Form Identifier 2411076

ITS entity # 162994

**Contact Person: Jody Adams
919-981-5165**

This form is for long distance service shared by Whiteville City Schools District (entity # 127013)

**Whiteville Primary School
Edgewood Elementary School
Central Middle School
Whiteville High School**

Whiteville (North Carolina) City Schools
Appeal to the FCC of partial denial of E Rate funding
Program Year 3
FCC Dockets Nos. 96-45, 97-21

ATTACHMENT 3

CONTRACT WITH SPRINT d/b/a CAROLINA TELEPHONE COMPANY

COPY

NCGOV.DOC
01/03/97

CONTRACT NO. 961218-A

AGREEMENT FOR DIGITAL CENTREX SERVICES NORTH CAROLINA STATE GOVERNMENT

This Agreement, made the 18 day of December, 1996, between Carolina Telephone and Telegraph Company, hereinafter referred to as "COMPANY", and North Carolina State Government hereinafter referred to as "CUSTOMER":

WITNESSETH:

WHEREAS, CUSTOMER now desires to lease DIGITAL CENTREX SERVICE; and WHEREAS, COMPANY is desirous of leasing to CUSTOMER and CUSTOMER is desirous of leasing from COMPANY all that DIGITAL CENTREX SERVICE enumerated in Paragraph 1 of this Agreement and upon the terms and conditions provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and mutual promises, covenants, and agreements contained herein, and with the intent to be legally bound hereby, the parties agree as follows:

1. DIGITAL CENTREX SERVICE AND RATES - COMPANY hereby leases to CUSTOMER certain telephone exchange service as described in the COMPANY'S Special Service Arrangement Tariffs filed with the North Carolina Utilities Commission at the rates set forth therein ("Special Service Arrangements"). A listing of the Digital Centrex Service and charges are detailed in Exhibit A. Exhibit A is attached hereto and incorporated by reference as if fully set forth herein.
2. INSTALLATION -
 - A. CUSTOMER agrees to obtain all necessary consents to install the Digital Centrex Service from any third parties having an interest in the installation site. CUSTOMER agrees to furnish and place, at its expense, any necessary conduits and electrical current required to operate the Digital Centrex Service. CUSTOMER shall, at its expense, provide necessary openings and ducts for cable and conductors in floors and walls with a floor plan and/or prints showing the location of such. The floor plan and/or prints will also show the locations and types of instruments to be installed. It is understood that any changes in instrument types or locations may change the quoted price. Such additional charges will be based on time and material costs incurred by the COMPANY.
 - B. The COMPANY shall not be responsible for damages to the premises not resulting from the COMPANY'S, its agent's or subcontractor's negligence or willful misconduct.
 - C. Except as specified in 4.B, below, if prior to the installation of the Digital Centrex Service, CUSTOMER should for any reason cancel the order for the Digital Centrex Service, or if for any reason not substantially attributable to the fault of the COMPANY or its suppliers, the Digital Centrex Service is not installed by the COMPANY, CUSTOMER shall pay to the COMPANY reasonable allowance for loss of investment as determined by current tariff rates and charges for labor and materials associated with specific Central Office and/or Outside Plant Construction.
3. TITLE - The title to the aforesaid described Digital Centrex Service shall remain in the COMPANY, the CUSTOMER having only the right to the use thereof during the term of the Agreement.
4. TERM - The initial term of the Agreement of said Digital Centrex Service shall commence on the date service is established for said Digital Centrex Service (as stated in Exhibit B) and end 48 months from that date with the following additional conditions:
 - A. The North Carolina State Government Office of State Controller (NCSG-OSC) is the sole provider of the services to the authorized users and is the only authorized agent who can order, facilitate, bill and provide these services to NCIH authorized users' sites in accordance with the provisions of the Tariff and the North Carolina General Statutes.

B. The State's obligation to pay any amount due is contingent upon the availability and continuation of funds and receipts to the Office of the State Controller and authorized users for the service described herein. The State and authorized users agree to use their best efforts to obtain funding and in the event that funds are unavailable by an authorized user of the service, the State may terminate the service without incurring any liability whatsoever. The State will provide thirty (30) days prior written notice of any termination of service to any authorized user. Authorized users are defined by GS & 143B-39(14) and (15) and GS & 147-64.4(4).

C. Should CUSTOMER decide to terminate this Agreement prior to the end of the full term, CUSTOMER agrees to give COMPANY not less than thirty (30) days prior written notice of the termination. CUSTOMER agrees to pay COMPANY, within thirty (30) days of termination of the Agreement, Termination Charges except as specified in (B). above. Termination charges will be determined by taking the sum of "Basic Network Access" charges and "Network Usage" charges due as follows:

Basic Network Access: Multiply the monthly rate by the months remaining on the Agreement by 90% of the highest attained number of working authorized sites (determined as of December 31 of each year).

Network Usage: Multiply the usage rate by the highest monthly level of usage in the preceding twelve (12) months by 90% of the number of months remaining on the Agreement.

Notwithstanding the foregoing, such termination charges shall not exceed the actual costs incurred by the COMPANY to provide the services set forth in this Agreement.

D. This Agreement will be automatically renewed and extended on a month to month basis from the referenced termination date, unless either party gives written notice to the other of an intention to terminate the Agreement at the expiration of the then current term. Such notice is to be given not less than thirty (30) days prior to the expiration of the then current term.

E. Except as specified in 4.B above, termination liabilities under this Agreement apply for the entire term of this Agreement, including all renewals and extensions thereto.

5. DEFAULT IN RENT - If CUSTOMER should fail to pay the Service Connection Charge or any monthly rental payment, COMPANY, at its option, may, by notice to CUSTOMER, declare the entire unpaid rental and other sums payable by CUSTOMER hereunder to be immediately due and payable.

6. CONTRACT ASSIGNMENT - CUSTOMER shall not sell, assign, encumber or grant any security interest in any of the Digital Centrex Service to any person or entity whatsoever, except upon written consent of COMPANY thereto.

7. TARIFFS - COMPANY agrees to provide a Standard Pricing Schedule by March 1, 1997 for North Carolina State Government within the State of North Carolina for Digital Centrex Services that are provided within the COMPANY'S operating Central Office Areas. When the Standard Pricing Schedule has been developed and approved by the North Carolina Utilities Commission the COMPANY will notify the CUSTOMER the Standard Pricing Schedule is available and the CUSTOMER has the right to change the Digital Centrex Service provided under this Agreement to the new Plan without any termination charges. If CUSTOMER does not elect to change to the new Plan the terms and conditions of this Agreement will apply. In the event that the terms of this Agreement conflict with tariff provisions, the Agreement language shall control.

8. LIMITATION OF LIABILITY - CUSTOMER agrees that the COMPANY shall not be liable to CUSTOMER for any loss, claim, demand, liability, cost damage or expense of any kind, caused, directly or indirectly, by any service provided herein or by any inadequacy thereof for any purpose. COMPANY shall have no liability resulting from use of the Digital Centrex Service in connection with life support devices or emergency services, including, but not limited to, 911 service.

9. ASBESTOS - The COMPANY shall be responsible for contacting the owner of any premise in which work is to be performed under this Agreement to determine whether asbestos containing materials (ACM) and/or presumed asbestos containing materials (PACM) are located in said premise. Once the existence of ACM or PACM has been identified, it shall be COMPANY'S sole responsibility to take necessary special precautions and actions to protect its employees, subcontractors, the general public, and the premise and structure from exposure to asbestos while performing any work under this Agreement. If the COMPANY determines that it will practice avoidance of premise areas suspected of containing asbestos (whether encapsulated or not), the CUSTOMER agrees to allow an adjustment to the price of this Agreement to reflect the COMPANY'S total avoidance of areas where suspected ACM or PACM may be located. However, should the COMPANY not practice total avoidance, it shall be the COMPANY'S sole responsibility to comply all applicable laws, rules, regulations and guidelines relating to the existence of or exposure to ACM or PACM.

10. REMOTE ACCESS - CUSTOMER acknowledges that certain premise equipment contains a remote access feature that enables callers to access the equipment from remote locations. COMPANY makes no warranty regarding this feature. Any charges resulting from unauthorized access shall be the responsibility of the CUSTOMER.

11. GENERAL PROVISIONS

A. NON-WAIVER - COMPANY'S failure to enforce strict performance by CUSTOMER of terms herein shall not be construed as a waiver of any terms contained herein.

B. BENEFITS - This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their personal representatives, successors and assigns, and any assignees for the benefit of creditors, trustees or receivers in bankruptcy or insolvency.

C. REVIEW AND APPROVAL - This Agreement is subject to the review and approval of the North Carolina Utilities Commission and if for any reason the Agreement is not approved and has to be canceled, COMPANY will not be liable for any loss, claim, demand, liability, cost, damage or expense of any kind the CUSTOMER has or claims to have associated with signing this Agreement.

D. RATES, CHARGES AND REGULATIONS - All rates, charges and regulations specified herein are in addition to all other appropriate charges and regulations specified in Section 5 and 12 of the North Carolina General Subscriber Services Tariff will apply to this Agreement.

E. ENTIRE AGREEMENT - Digital Centrex Service enumerated in Paragraph 1, and no representation or understanding not contained herein shall be binding upon the parties.

F. NEW PRODUCTS & DIGITAL CENTREX ENHANCEMENTS - COMPANY agrees to provide CUSTOMER with a new product update and a Digital Centrex Product review by holding joint planning sessions from time to time. This review will allow the CUSTOMER to see what new products are available while reviewing the CUSTOMER'S Digital Centrex Services for future enhancements and/or changes. CUSTOMER and COMPANY may subsequently negotiate pricing for provision of such services.

G. NOTICE - Any termination notice shall not be deemed to have been given unless in writing sent postage prepaid to and received by the other party addressed as follows:

TO CUSTOMER: North Carolina State Government
Director State Telecommunication Services
3700 Wake Forest Road
Raleigh, North Carolina 27609

TO COMPANY: Sprint Mid-Atlantic Telecom, Inc.
CONTRACT ADMINISTRATION
3261 Atlantic Avenue, Suite 200
Raleigh, North Carolina 27604

The parties have hereunto executed this Agreement by their duly authorized representatives as of the day and year first above written.

CUSTOMER

CUSTOMER NAME: NORTH CAROLINA STATE GOVERNMENT

SIGNATURE:


Edward Renfrow

PRINT NAME:

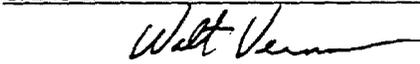
TITLE:

State Controller

COMPANY

COMPANY NAME: CAROLINA TELEPHONE AND TELEGRAPH COMPANY

SIGNATURE:



PRINT NAME:

Walt Vernon

TITLE:

Director of Marketing Operations

EXHIBIT A

CAROLINA TELEPHONE & TELEGRAPH COMPANY DIGITAL CENTREX SERVICE
SCHEDULE OF SERVICE AND EQUIPMENT

DATE: December 2, 1996

PAGE _____ OF _____

CUSTOMER BILLING ADDRESS: NORTH CAROLINA STATE GOVERNMENT
3700 WAKE FOREST ROAD
RALEIGH, NORTH CAROLINA 27609-6860

AIRLINE MILEAGE _____

QTY.	DESCRIPTION RECURRING CHARGES	MONTHLY UNIT RATE	MONTHLY EXTENDED UNIT RATE	CT&T GENERAL SUBSCRIBER SERVICES TARIFF REFERENCE
	ABC MAIN STATION LINE	11.16		SECTION 5.3.8
	ENHANCED FEATURE PACKAGE	2.00		SECTION 5.3.8
	BUSINESS SET FEATURE PACKAGE	1.75		SECTION 5.3.8
	DIGITAL TRUNK per TRUNK TERMINATION (FX)	11.15		SECTION 5.3.8

QTY.	DESCRIPTION NON-RECURRING CHARGES	UNIT RATE	EXTENDED RATE

TOTAL RECURRING MONTHLY CHARGES..... _____

TOTAL NONRECURRING CHARGES _____