

**ATTACHMENT 3**

### **NEBCON PARTNERSHIP AGREEMENT**

This Agreement is made and entered into as of the 1st day of May, 1992 by and between Consolidated Telephone Company, 6900 Van Dorn Street, Suite 21, Lincoln, Nebraska and The Nebraska Central Telephone Co., 22 LaBarre Street, P. O. Box 700, Gibbon, Nebraska 68840 (hereinafter collectively sometimes referred to as the "Partners").

WHEREAS, the Partners desire to form a General Partnership (hereinafter referred to as the "Partnership"), for the term and upon the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and among the Partners as follows:

#### **Article I. - Basic Structure**

Section 1.1 Form. The Partners hereby form a General Partnership pursuant to the Nebraska Uniform Partnership Act.

Section 1.2 Name. The business of the Partnership shall be conducted under the name NEBCON Partnership, a General Partnership.

Section 1.3 Place of Business. The principal office and place of business of the Partnership shall be located at 22 LaBarre Street, P. O. Box 700, Gibbon, Nebraska 68840, or such other place as the Partners may from time to time designate.

Section 1.4 Term. The Partnership shall commence on May 1, 1992, and shall continue for twenty (20) years thereafter, unless earlier terminated (a) pursuant to this Agreement, (b) pursuant to the Nebraska Uniform Partnership Act, or (c) by withdrawal, resignation or expulsion of all of the then Partners.

Section 1.5 Purpose. The purpose for which the Partnership is organized is to own and operate fiber optic telecommunications cable facilities (the "Facilities") which may be leased by the Partners or by third parties for use in connection with the provision of telecommunications services to the public, or for private use at rates to be established by the Partnership, and to do such other business as may be agreed upon by the Partners and permitted by the Nebraska Uniform Partnership Act.

## Article II - Financial Arrangements

Section 2.1 Initial Contribution by Each Partner. Each Partner has contributed to the initial capital of the Partnership the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Capital contributions to the Partnership shall not earn interest. An individual capital account shall be maintained for each Partner.

Section 2.2 Additional Capital Contributions. If at any time during the existence of the Partnership it shall become necessary to increase the capital with which the Partnership is doing business, upon the vote of a majority of the Partners, and within thirty (30) days after notice of such need for additional

capital is provided by the Managing Partner, each Partner shall contribute in equal portions that amount of additional capital as has been approved by majority vote of the Partners.

Section 2.3 Percentage Share of Profits and Capital.

Unless otherwise modified by agreement of a majority of the Partners, each Partner's share of the profits and capital of the Partnership shall be fifty percent (50%).

Section 2.4 Interest. No interest shall be paid on any contribution to the capital of the Partnership.

Section 2.5 Return of Capital Contribution. No Partner shall have the right to demand the return of its capital contribution except as herein provided.

Section 2.6 Rights of Priority. Except as herein provided, the individual Partners shall have no right to any priority over one another as to the return of capital contributions.

Section 2.7 Distributions. Distributions to the Partners of any net operating profits of the Partnership, as hereinafter defined, shall be made at such times as a majority of the Partners shall reasonably agree. Such distributions shall be made to the Partners simultaneously. For purposes of this Agreement, net operating profit for any accounting period shall mean the gross revenue received by the Partnership for such period, less the sum of all cash expenses of operation of the Partnership, and such sums as may be necessary to establish a reserve for operating expenses.

Section 2.8 Compensation. No Partner shall be entitled to receive any compensation from the Partnership, unless approved by the affirmative vote of a majority of the Partners.

### Article III - Management

Section 3.1 Managing Partner. The Managing Partner shall be The Nebraska Central Telephone Co.

Section 3.2 Voting. The Managing Partner shall have the right to vote as to the management and conduct of the business of the Partnership according to its then percentage share of capital. Unless otherwise required herein or pursuant to the Nebraska Uniform Partnership Act, the majority vote of the Partners shall control.

Section 3.3 Management of Operations. The Managing Partner shall make provisions for the installation and maintenance of the Facilities according to specifications as shall be approved by majority vote of the Partners. The Managing Partner shall further establish such bank accounts as may be necessary to hold the capital and profits of the Partnership. The Managing Partner shall also have the right and duty to obtain necessary insurance coverages to insure the property of the Partnership against casualty loss. (It is expressly understood and agreed by each of the Partners that each such Partner may obtain such general liability and other insurance coverages as it may deem necessary and appropriate to insure itself against loss in connection with the operation of the Facilities). Notwithstanding any term of

this Agreement to the contrary, the Partnership agrees to indemnify and hold The Nebraska Central Telephone Co. harmless from and against any losses due to costs associated with the operation of the Facilities.

Section 3.4 Priority of Use of Partnership Property. Each of the Partners shall have equal right to lease from the Partnership that portion of the capacity of the Facilities not subject to lease to third parties; provided, however, that the rates for such lease of capacity shall be at rates which shall have been approved by majority vote of the Partners.

#### Article IV - Dissolution

Section 4.1 Dissolution. In the event that the Partnership shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Partnership shall be collected. The proceeds thereof shall thereupon be applied as follows:

(A) To discharge the debts and liabilities of the Partnership and expenses of liquidation;

(B) To pay each Partner or his legal representative any amount to which such Partner shall then be entitled and in addition, to repay to any Partner its capital contributions in excess of its original contribution;

(C) To divide the surplus, if any, among the Partners or their representative in proportion to their percentage share of profits and capital as set forth in Section 2.3 hereinabove.

Section 4.2 Right to Demand Property. No Partner shall have the right to demand or receive property in kind for its distribution.

#### Article V - Miscellaneous

Section 5.1 Accounting Year, Books and Statements. The Partnership's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year. Full and accurate books of account shall be kept at such place as the Managing Partner may from time to time designate, showing the condition of the business and finances of the Partnership, and each Partner shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managing Partner shall cause to be prepared a Balance Sheet setting forth the financial position of the Partnership as of the end of that year and a Statement of Operations (income and expenses) for that year. A copy of the Balance Sheet and the Statement of Operations shall be delivered to each Partner as soon as it is available.

Each Partner shall be deemed to have waived all objections to any transaction or other facts about the operation of the Partnership disclosed in such Balance Sheet or Statement of

Operations unless it shall have notified the Managing Partner in writing of its objections within thirty (30) days of the date on which such statements are mailed.

Section 5.2 Banking. The Partnership shall maintain a bank account or bank accounts in the Partnership's name in a national or state bank in the State of Nebraska. Checks and drafts shall be drawn on the Partnership's bank account for the Partnership purposes only and shall be signed by the Managing Partner or its designated agent.

Section 5.3 Section Headings. Headings of the sections are placed herein for convenient reference only and shall not, to any extent, have the effect of modifying, amending or changing the express terms and provisions of this Partnership Agreement.

Section 5.4 Execution and Counterpart. This Partnership Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 5.5 Severability. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void portions hereof were deleted.

Section 5.6 Effective Date. This Agreement shall be effective only upon execution by all of the Partners.

Section 5.7 Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and signed by the Partners.

Section 5.8 Applicable Law. This Agreement shall be subject to and governed by the laws of the State of Nebraska.

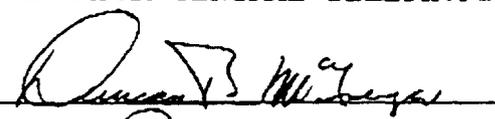
Section 5.9 Assignment. This Agreement shall be binding upon and inure to the benefit of the Partners and each of their respective legal representatives, successors and assigns. This Agreement shall not be assigned by any Partner without the consent of all remaining Partners.

CONSOLIDATED TELEPHONE COMPANY

By: 

Title: Sec.

THE NEBRASKA CENTRAL TELEPHONE CO.

By: 

Title: President

**ATTACHMENT 4**

Post-it\* Fax Note 7671

Write In This Area

Approval by OMB

3060-0853

98

To	Andy Jaeger	Date	10/98	# of pages	5
Co./Dept.		From			
Phone #		Co.			
Fax #	308-643-9929	Phone #			
		Fax #			

or Schools and Libraries

### Receipt of Service Confirmation Form

Estimated Average Burden Hours Per Response: 1.5 hours

Please read instructions before completing. To be completed by Schools and Libraries or Consortia.)

Form 486 Application Number 8802224

(unique identifying number assigned by applicant)

#### Block 1: Applicant Information

1. Name of Billed Entity Applicant (required)		2. Billed Entity Number (required)	3. Funding Year (required)
Sandhills Technology & Telecom		148926	1998
4. Complete Mailing Address of Billed Entity Applicant (required)			
Street Address, P. O. Box or Route Number		City	State Zip Code
P.O. Box 68		Merna	NE 68856
10-Digit Phone Number		Fax Telephone Number	E-Mail Address
308-643-2224			

5. Contact Person Information			
Contact Person Name (required)			
Rich Schlesselman			
Mailing Address (required if different from Item 4)			
Street Address, P. O. Box or Route Number		City	State Zip Code
P.O. Box 68		Merna	NE 68856
10-Digit Phone Number		Fax Telephone Number	E-Mail Address
308-643-2224		308-643-2243	rchless@genie.esu10.k12.ne.us

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.

NOTICE TO INDIVIDUALS: Section 54.504 of the Federal Communications Commission's (FCC) rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Receipt of Service Confirmation Form (FCC Form 486) with the Universal Service Administrator, themselves or as part of a consortium. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the form will be used to inform the Schools and Libraries Corporation that a billed entity, and/or the schools and libraries that it represents, has begun to receive service after receiving a funding commitment approval pursuant to FCC Form 471.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the personal information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC, or (b) any employee of the FCC, or (c) the United States Government, is a party in a proceeding before the body or has an interest in the proceeding.

If you owe a past due debt to the federal government, the taxpayer identification number and other information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide this information to these agencies through the matching of computer records when authorized.

If you do not provide the information requested on the form, your application may be returned without action or your application may be delayed.

The foregoing Notice is required by the Privacy Act of 1974, Pub. L. No. 93-579, December 31, 1974, 5 U.S.C. § 552, and the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden, to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, D.C. 20554.

Billed Entity Applicant's 486 Number (to be assigned by Fund Administrator)

9876

Sandhills Technology-Telecommunication

Billed Entity Applicant Name Education Project Contact Name Rich Schlesselman

Billed Entity Number 148926 Contact Telephone Number 308-643-2224

**Block 2: Services Received**

**6. For Shared Services and Site Specific Services**

Provide the following information about the services received for which the billed entity applicant is paying.

	(A) 471 Application Number  (10 digits)	(B) Funding Request Number (FRN)  (10 digits)	(C) Service Provider Name	(D) Service Provider Identification Number (SPIN)  (9 digits)	(E) Actual Service Start Date (mm/dd/yyyy)	(F) Early Termination of Service Date (mm/dd/yyyy)	(G) Contract Extension Termination Date (mm/dd/yyyy)	(H) Cancel FRN (Yes/No)	(I) Applicant to Submit <u>Billed Entity Applicant Reimbursement Form</u> for Discounts on Eligible Services Received and Paid for in Full (Yes/No)
	(Required)  From Funding Commitment Decisions Letter	(Required)  From Funding Commitment Decisions Letter	(Required)  From Funding Commitment Decisions Letter	(Required)  From Funding Commitment Decisions Letter	IMPORTANT: Please see Instructions for Requirements for Columns (E), (F), and (G)			(Required)	(Required)
1	00025876	00025655	NEBCON Partnership	143006822	01/01/1998		05/01/2002	NO	YES
2									
3									
4									
5									
6									
7									
8									

Sandhills Technology-Telecommunication  
Billed Entity Applicant Name Education Project Contact Name Rich Schlesselman  
Billed Entity Number 148926 Contact Telephone Number 308-643-2224

**Block 3: Certification**

7. I certify that the technology plan(s) for the services received as indicated above have been approved by: (Fill in the name of each organization that reviewed and approved a technology plan for any eligible entity that is receiving services covered under this form, attach an additional list if necessary. If ALL of the FRNs listed herein are for basic telephone service only, write in "none" here.) (required to be completed)

each school and number and NDE

See Attached Sheet

8. I certify that the services listed above have been or are being provided to all or some of the eligible entities identified in the Form 471 application(s) cited above. I certify that I am authorized to submit this receipt of service confirmation on behalf of the above-named billed entity applicant, that I have examined this request, and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

9. I certify that I will promptly notify the fund administrator if any services received that are included within a funding request number identified in Block 2, Column 2 herein are terminated or canceled, resulting in the termination or cancellation of the fund administrator's obligation to pay invoices submitted by service providers for said services.

10. 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 services receive an appropriate share of benefits from those services.

11. I recognize that I may be audited pursuant to this application and will retain for five years any and all records that I rely upon to fill in this form.

12. Signature (original ink signature required)  
Rich Schlesselman

13. Date (required)  
11/30/98

14. Printed name of authorized person (required)  
Rich Schlesselman

15. Title or position of authorized person (required)  
Superintendent Anselmo-Merna School/STEP Director

16. Telephone number of authorized person (optional)  
308-643-2224

17. Address of authorized person (required)  
P.O. Box 68 Merna, NE 68857

A paper copy of this form, with an original signature in Block 3, Item 12 should be mailed to:

SLC-Form 486  
P. O. Box 7026  
Lawrence, Kansas 66044-7026

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form should be mailed to:

SLC-Form 486  
c/o Ms. Smith  
3833 Greenway Drive  
Lawrence, Kansas 66046

SLC Funding Notification Synopsis for Application Number: 00025876

Funding Request Number:00025655 Funding Status: Funded  
SPIN: 143006822 Service Provider Name: NEBCON Partnership  
Provider Contract Number: C  
Services Ordered: Ded Svc  
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 05/01/2002  
Estimated Total Annual Pre-discount Cost: \$157,320.00  
Discount Percentage Approved by SLC: 70%  
Funding Commitment Decision: \$110,124.00 - Batch Approved Detail Line

*Andy Brubaker  
473-581-6759*



Anselmo-Merna Public School  
P.O. Box 68  
Merna, NE 68856  
Phone - 308-643-2224  
Fax - 308-643-2243



Members of the STEP consortium

Anselmo-Merna Schools	31-00010
Ansley public School	31-00024
Arcadia Public School	31-03120
Broken Bow Public School	31-00011
Burwell Jr. Sr. High School	31-04640
Loup Counts Schools	31-73120
Loup City Schools	31-73090
Sargent Public Schools	31-76410
Sandhills Public Schools	31-01570

Contact Person's Name Rich Schlesselman

and Phone Number: 308-643-2224

16 "Site Specific" Services. Internal connections not shared by multiple schools or libraries and dedicated ("private line") connections from only one school or library to an ISP or other end-user.

(1)	(2)	CONTRACT			(6)	(7)	Amount (See instructions about rounding)			(11)	(12)
		(3)	(4)	(5)			(8)	(9)	(10)		
SLC Number of Service Provider (Obtain from Service Provider)	Universal Service Control Number for Form 470 on which this is based	Contract Number (if applicable)	Award Date	Expiration Date	Services or Products	Service Start Date	Estimated One-Time Pre-discount Cost	Estimated Monthly Pre-discount Cost	Estimated Total Annual Pre-discount Cost	Percentage Discount (from Item 14)	School or Library Code (Listed on website)
NEBCO 143006822	8180000027378	C	05/01/92	05/01/02	Dedicated Services	01/01/1998		\$8,740.90	\$104,890.00	70.00%	See Attached sl
					Internal Connections						
					Dedicated Services						
					Internal Connections						
					Dedicated Services						
					Internal Connections						
					Dedicated Services						
					Internal Connections						
					Dedicated Services						
					Internal Connections						

SLC Funding Notification Synopsis for Application Number: 00025876

Funding Request Number:00025655 Funding Status: Funded  
SPIN: 143006822 Service Provider Name: NEBCON Partnership  
Provider Contract Number: C  
Services Ordered: Ded Svc  
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 05/01/2002  
Estimated Total Annual Pre-discount Cost: \$157,320.00  
Discount Percentage Approved by SLC: 70%  
Funding Commitment Decision: \$110,124.00 - Batch Approved Detail Line

**ATTACHMENT 5**





on Form 471.

- \* **PROVIDER CONTRACT NUMBER:** The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.
- \* **SHARED SERVICES INDICATOR:** This indicates whether the FRN was listed in Item 15 ("Shared" Services) or 16 ("Site-Specific" Services) of the Form 471 application.
- \* **SITE IDENTIFIER:** This will appear only for FRNs listed in Item 16 of your Form 471. For public schools, the 12-digit NCES code you listed in Item 14 for this school site will appear here. If there is no NCES Code for an FRN in Item 16, the SLD-assigned entity number will appear here.
- \* **EARLIEST POSSIBLE EFFECTIVE DATE OF DISCOUNT:** The first possible date of service for which the SLD will reimburse service providers for the discounts for the service. Note: If the actual service start date provided on a Form 486 is later than this date, the actual service start date set forth in the Form 486 will be the effective date of the discount.
- \* **CONTRACT EXPIRATION DATE:** The date the contract expires. This will be present only if a contract expiration date was provided on Form 471. This is not applicable for tariff services.
- \* **PRE-DISCOUNT COST:** Amount in Column 10 of Item 15/16, Form 471, as determined through the application review process. Please note that, during the Problem Resolution process at SLD, the amount in Col. 10 of Item 15/16 may have been corrected to conform to the information provided about Service Start Date and Monthly Costs.
- \* **DISCOUNT PERCENTAGE APPROVED BY THE SLD:** This is the discount rate that the SLD has approved for this service.
- \* **FUNDING COMMITMENT DECISION:** This represents the total amount of funding that the SLD is now reserving to reimburse service providers for the discounts for this service through June 30, 2000. This figure may be different from the Estimated Total Annual Pre-Discount Cost (Col. 10 of Item 15/16) times the Percentage Discount (Col. 11 of Item 15/16) in the 471 application. It may be lower because of an adjustment determined appropriate by the SLD, such as of the discount percentage, or a denial of discounts and, if so, the accompanying comment will explain this difference. The difference may also reflect a reduction from the request level made necessary by overall funding limitations, in which case the "Funding Status" above will indicate "Partially Funded" or "Unfunded". Whatever amount is listed here, it is important that you and the 471 applicant both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts on only eligible, approved services actually rendered.
- \* **FUNDING COMMITMENT DECISION EXPLANATION:** This entry may appear to amplify the comment in the "Funding Commitment Decision", if the discount request for this service is denied for reasons other than "Unfunded" or if the SLD determined that some adjustment to the request level was appropriate.
- \* **TECHNOLOGY PLAN APPROVAL STATUS:** This indicates whether the technology plans of the entities included in the Form 471 application have received approval, or whether requests for approvals are pending. This is from Item 24 of the Form 471 application.

FUNDING COMMITMENT REPORT FOR SPIN: 143006822

Funding Request Number: 237457  
Form 471 Application Number: 131643  
Form 470 USCN: 842490000114241  
Name of 471 Applicant: Sandhills Technology & Telecommunications Project  
Name of Contact Person: Rich Schlesselman  
Preferred Mode of Contact: EMAIL  
Contact E-Mail Address: rschless@genie.esul0.k12.ne.us  
Funding Year: 07/01/1999 - 06/30/2000  
Funding Status: Unfunded or Denied  
Provider Contract Number: C  
Services Ordered: Telecommunications Services  
Shared Services Indicator: Shared  
Earliest Possible Effective Date of Discount: 07/01/1999  
Contract Expiration Date: 05/01/2002  
Pre-Discount Cost: \$104890.80  
Discount Percentage Approved by the SLD: N/A  
\* Funding Commitment Decision: \$0.00 - Invalid telecomm. provider  
Technology Plan Approval Status: Approved

**ATTACHMENT 6**



Anselmo-Alerna Public School  
P.O. Box 68  
Alerna, NE 68856  
Phone - 308-643-2224  
Fax - 308-643-2243



December 3, 1999

Letter of Appeal  
Schools and Libraries Division  
Box 125 - Correspondence Unit  
100 South Jefferson Road  
Whippany, NJ 07981

RE: FRN 0000237457

Ladies and Gentlemen:

I am writing to appeal the SLD decision regarding Year 2 funding for telecommunications services for the Sandhills Technology & Telecommunications Project, Billed Entity Number 148926. (Please see above referenced FRN.)

The Sandhills Technology & Telecommunications Project (STEP) is a consortium of 9 rural schools located in the sandhills of Nebraska. In 1992, STEP entered into an agreement with two rural telephone companies for the provision of telecommunications facilities and services to be used for distance learning. A ten-year contract was signed in early 1992 by the consortium and its members and the two telephone companies, Consolidated Telephone Company (Consolidated) and Nebraska Central Telephone Company (Nebraska Central).

Both Consolidated and Nebraska Central are common carriers and, in 1997, were given eligible telecommunications carrier (ETC) status. Subsequent to signing the 1992 contract with STEP, Consolidated and Nebraska Central formed a partnership, NebCon, to facilitate the joint provisioning of service to the consortium's member schools.

In Year 1 of the E-rate program, STEP issued FCC Form 470 and, correctly, indicated it had a pre-existing, multi-year contract for these telecommunications services. Consolidated and Nebraska Central sought and received from SLD a Service Provider Invoice Number (SPIN) for their partnership, NebCon. STEP issued FCC Form 471 using the NebCon SPIN and showing NebCon as the service provider. The Year 1 application was approved and STEP received a 70% discount on the telecommunications services.

When STEP applied for funding for Year 2, it again indicated it had a pre-existing, multi-year contract and, again, issued FCC Form 471 using the NebCon SPIN. The funding request (Form 471 Application Number 131643; Billed Entity Number 148926) was denied on the basis that NebCon is not a common carrier.

We are appealing this decision and are asking for a SPIN change from NebCon's SPIN, 143006822, to the SPIN of Nebraska Central Telephone Company, 143002184. As stated previously, NebCon is a partnership that is wholly-owned by two common carriers. Had we been able to foresee that naming NebCon as the service provider could be problematic in terms of much-needed funding for our rural schools, Consolidated and Nebraska Central would not have bothered seeking a SPIN for NebCon, nor would we have named the partnership as the provider of our services. Unfortunately, in 1992, it was impossible for us to have foreseen all the rules, regulations, and interpretations that are just now beginning to take shape in the E-rate program.

Our Year 1 discount was 70%; it is apparent that there is need for the funding among our schools. The providers of this service are two rural telephone companies. Our situation provides a classic example of what the E-rate program is all about. Please grant our requested SPIN change and restore our funding for Year 2.

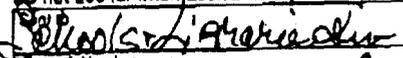
If you have any questions on this matter, please do not hesitate to contact me via email at [rschless@gemis.edu](mailto:rschless@gemis.edu) or telephone at 308-643-2224. Thank you for your consideration of this appeal.

Sincerely,

Rich Schlesselman  
STEP Director  
Superintendent Anselmo-Merna School  
PO Box 68  
Merna NE 68857

Z 491 000 513

US Postal Service  
**Receipt for Certified Mail**  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

 Signature	
Street & Number At Anselmo Merna NE 68857	
Post Office, State, & ZIP Code Anselmo NE 68857	
Certified Fee 1.40	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees \$ 2.98	
Postmark or Date	

PS Form 3800, April 1995