



RECEIVED

AUG 20 2001

FCC MAIL ROOM

Office of the Superintendent

Telephone: (252) 583-5111

August 14, 2001

DOCKET FILE COPY ORIGINAL

Federal Communications Commission
Office of the Secretary
445 - 12th Street, S.W.
Room TW-A325
Washington, DC 20554

Dear Sir or Madam:

This letter is an **appeal** in response to the SLD Funding Commitment Decision Letter received by Halifax County Schools concerning our Form 471 Application Number 257741. It is in reference to **CC Docket Nos. 96-45 and 97-21**. Additional identifying information is listed below.

Relevant funding year:	4: 07/01/2001 – 6/30/2002
Date of FCD letter:	July 23, 2001
Applicant Name:	Halifax County School District
Form 471 Application #:	257741
Billed Entity Number:	126889
Funding Request No.	646711

We are appealing the decision not to fund Internet Access because a Form 470 was not filed. The explanation given in the Funding Commitment Report states that, "The FRN references services that require a posting of a 470 for each funding year." (See page 6 of exhibit A—Funding Commitment Decision Letter)

On March 23, 2001 I received an email from Yvonne Kuo, with the Schools & Libraries Division, explaining that a year 4 – Form 470 was needed in order to process our application #257741. (See exhibit B—Email from Yvonne Kuo.) I telephoned her and explained that we have a pre-existing multi-year contract that was signed before July 10, 1997, and it was our understanding that having such a contract constituted an exception to the requirement that a Form 470 be filed. She asked me to send a copy of the contract to her. I faxed the contract to her on March 30, 2001 (See exhibit C—Fax Cover sheet and contract.), and followed up with an email message informing her that the fax had been sent and asking her to contact me if further information was needed. I heard nothing more from Ms Kuo.

No. of Copies rec'd 0
List A B C D E

P. O. Box 468 • 9525 Hwy. 301 S • Halifax, North Carolina 27839 • FAX No. ~~(252) 583-1474~~

- Equal Opportunity Employer -

I based my interpretation on the following statement that appeared in the reference area of the SLD website entitled "Pitfalls to Avoid in Filing Form 471." It states, "If the Form 470 you identify was not posted to the SLD web site for competitive bidding purposes *(with the exception of pre-existing contracts, that is, contracts signed on or before July 10, 1997)*, the FRN will be denied." (See page 3 of exhibit D—Pitfalls to Avoid in Filing Form 471.)

The following **documentation** is enclosed:

- Exhibit A—Funding Commitment Decision Letter (with items on page 6 highlighted)
- Exhibit B—Email message from Yvonne Kuo
- Exhibit C—Fax cover sheet and contract that was sent
- Exhibit D—Page from the web site on Pitfalls to Avoid in Filing Form 471 (with the referenced section highlighted)

The person who can most readily discuss this appeal with you is:

Carol Blankenship, Director of Instructional Technology
Halifax County Schools
P.O. Box 468
Halifax, NC 27839
Tele: (252) 583-5111
fax: (252) 583-1474
e-mail: blankenshipc.co@hcs.schoollink.net

The date on our SLD Funding Commitment Decision letter is July 23, 2001, and according to the timeline for the appeals process, we must file an appeal with the FCC within 30 days of that date. Our letter of appeal was received by SLD on August 2, 2001, but we have not yet had a response from them. I fear that we will be unable to adhere to the 30-day timeline for filing with the FCC if we wait any longer for their decision.

We would appreciate your consideration of this appeal, as we will be unable to provide Internet service to our students without the assistance of E-rate funding.

Thank you,



Carol Blankenship
Director of Instructional Technology

Encl

USAC

Universal Service Administrative Company

Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 4: 07/01/2001 - 06/30/2002)

July 23, 2001

HALIFAX CO SCHOOL DISTRICT
Carol Blankenship
PO BOX 468 - 9525 Hwy. 301 South
HALIFAX, NC 27839

Re: Form 471 Application Number: 257741
Funding Year 4: 07/01/2001 - 06/30/2002
Billed Entity Number: 126889

Thank you for your 2001-2002 E-rate application and for any assistance you provided throughout our review. We have completed review of your Form 471. This letter is to advise you of our decision(s).

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. We have reviewed each Discount Funding Request on your Form 471 application and have assigned a Funding Request Number (FRN) to each Block 5. The enclosed report includes a list of the FRNs from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) upon the filing of your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

NEXT STEPS

Once you have reviewed this letter and have determined that some or all of your requests have been funded, your next step to facilitate receipt of discounts as featured in this letter will be to file an FCC Form 486 with the SLD. The Form 486 notifies the SLD to begin payment to your service provider and provides certified indication that your technology plan(s) has been approved. The Form 486 and instructions can be found on the SLD web site at <www.sl.universalservice.org> or you can call the SLD Client Service Bureau at 1-888-203-8100 and ask that the form be sent to you. The new Form 486, dated July 2001 in the lower right corner, MUST be used for Funding Year 4 and for any previous funding years once it becomes available. Subsequent submissions of earlier versions of the Form 486 will be returned to you and will not be able to be processed. As you complete Form 486, you should also contact your service provider to verify they have received notice from the SLD of your funding commitments. After the SLD processes your Form 486, we can begin processing invoices from your service provider(s) so they can be reimbursed for discounted services they have provided you.

On December 21, 2000, the Children's Internet Protection Act was signed into law. That law will require schools and libraries that receive Universal Service discounts for certain services to adopt an Internet safety policy incorporating the use of filtering or blocking technology on computers with Internet access as a condition of receiving those discounts. THE LAW DOES NOT, HOWEVER, REQUIRE THIS TO BE IN PLACE FOR FUNDING YEAR 4. RECIPIENTS WILL HAVE TO CERTIFY, HOWEVER, THAT THEY ARE UNDERTAKING SUCH ACTIONS, INCLUDING NECESSARY PROCUREMENT PROCEDURES, TO PUT SUCH TECHNOLOGY PROTECTION MEASURES IN PLACE. For Funding Year 4 (the Funding Year beginning July 1, 2001), Billed Entities filing Form(s) 486 may encounter one or more situations that will affect their filing deadline(s). See the requirements for Funding Year 4 below and the Form 486

Instructions for more information on filing deadlines to ensure that your discounts can be paid retroactively to the Service Start Date. You are advised to keep proof of the date of mailing.

1. If Funding Year 4 services start on or before Sunday, October 28, 2001, and the date of your Funding Commitment Decision Letter is before Sunday, October 28, 2001, your Form 486 must be postmarked on or before October 28, 2001 in order for discounts to be paid retroactively to the Service Start Date. Failure to meet this certification deadline will result in reduced funding.
2. If your services start after October 28, 2001, your Form 486 must be postmarked no later than 120 days after the Service Start Date or 120 days after the date of the Funding Commitment Decision Letter, whichever is later, in order for discounts to be paid retroactively to the Service Start Date. Failure to meet this filing deadline will result in reduced funding.

You may also check the SLD web site at <www.sl.universalservice.org> or call the Client Service Bureau at 1-888-203-8100 for more information about how this new law might impact universal service discounts and any needed documentation for Funding Year 4 (July 1, 2001-June 30, 2002).

TO APPEAL THESE FUNDING COMMITMENT DECISIONS

If you wish to appeal the Funding Commitment Decision(s) (FCD) indicated in this letter, your appeal must be made in writing and RECEIVED BY THE SCHOOLS AND LIBRARIES DIVISION (SLD) at the SLD address below WITHIN 30 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which FCD Letter you are appealing. Indicate the relevant funding year and the date of the Funding Commitment Decision Letter. Your letter of appeal must also include the applicant name, the Form 471 Application Number, and the Billed Entity Number from the top of your FCD Letter.
3. Identify the particular Funding Request Number (FRN) that is the subject of your appeal. When explaining your appeal, include the precise language or text from the Funding Commitment Decision Letter that is at the heart of your appeal. By pointing us to the exact words that give rise to your appeal, the SLD will be able to more readily understand and respond appropriately to your appeal. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an original authorized signature on your letter of appeal.

Please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Appeals submitted by fax, phone call, and e-mail CANNOT be processed.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC): FCC, Office of the Secretary, 445-12th Street SW, Room TW-A325, Washington, DC 20554. You should refer to CC Docket Nos. 96-45 and 97-21 on the first page of your appeal to the FCC. Your appeal must be made in writing and RECEIVED BY THE FCC at the FCC address above WITHIN 30 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. Further information regarding filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference area of the SLD web site <www.sl.universalservice.org>.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the universal service mechanisms for schools and libraries. FCC Form 471 Applicants who have received funding commitments continue to be subject to audits and other reviews that SLD or the Federal Communications Commission may undertake periodically to assure that funds have been committed and are being used in accordance with all such requirements. If the SLD subsequently determines that its commitment was erroneously issued due to action or inaction, including but not limited to that by SLD, the Applicant, or Service Provider, and that the action or inaction was not in accordance with such requirements, SLD may be required to cancel these funding commitments and seek repayment of any funds disbursed not in accordance

with such requirements. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

We look forward to continuing our work with you on connecting our schools and libraries through advanced telecommunications services.

Sincerely,

Schools and Libraries Division
Universal Service Administrative Company

Enclosures

A GUIDE TO THE FUNDING COMMITMENT REPORT

Attached to this letter will be a report for each E-rate funding request from your application. We are providing the following definitions.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of three definitions: "Funded," "Not Funded," or "As Yet Unfunded."

1. An FRN that is "Funded" will be approved at the level that SLD determined is appropriate for that item. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds will be committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funds in the Universal Service Fund was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for internal connections at a particular discount level. For example, if your application included requests for discounts on both telecommunications services and internal connections, you might receive a letter with our funding commitment for your telecommunications funding requests and a message that your internal connections requests are "As Yet Unfunded." You would receive a subsequent letter(s) regarding the funding decision on your internal connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support programs. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service 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.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

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.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a will be listed. This will appear only for "site specific" FRNs.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23, Column I, as determined through the application review process.

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 has reserved to reimburse service providers for the approved discounts for this service through June 30, 2002. It is important that you and the service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comments in the "Funding Commitment Decision" area.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 257741
Funding Request Number: 646711 Funding Status: Not Funded
Services Ordered: Internet Access
SPIN: 143006012 Service Provider Name: North Carolina School Link Inc.
Contract Number: MTM
Billing Account Number: N/A
Earliest Possible Effective Date of Discount: 07/01/2001
Contract Expiration Date: 06/30/2002
Pre-Discount Amount: \$225,640.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 470 Not Filed
Funding Commitment Decision Explanation: The FRN references services that require a posting of a 470 for each Funding Year.

Exhibit B

Mailboxes	Compose	Rules	Settings	External	Log Out
---------------------------	-------------------------	-----------------------	--------------------------	--------------------------	-------------------------

	Next Unread	Reply	Reply To All	Forward
	Back to INBOX	Delete	Set Flag	Close as Unread

From: "Yvonne Kuo" <YKUO@sl.universalservice.org>
Subject: Application #257741
Date: Fri, 23 Mar 2001 16:48:58 -0500
To: <blankenshipc.co@hcs.schoollink.net>



Dear Ms. Blankenship,

I am processing e-rate for your application #257741. On the application you listed a prior year form 470#. We need a year 4-470# that posted for Internet Access, please fax me or e-mail me the year 4-470# that posted for Internet Access.

If you have any questions my phone # is 973-884-8413 and fax # is 973-884-8395.

Thank you.

Yvonne Kuo
Schools & Libraries Division

	Next Unread	Reply	Reply To All	Forward
	Back to INBOX	Delete	Set Flag	Close as Unread

Copy to... -- select mailbox -- 	Move to... 	Redirect to...   
Take Address 		

Mailboxes	Compose	Rules	Settings	External	Log Out
---------------------------	-------------------------	-----------------------	--------------------------	--------------------------	-------------------------

 *** TX REPORT ***

Exhibit C

TRANSMISSION OK

TX/RX NO 0085
 CONNECTION TEL 89738848395
 CONNECTION ID
 ST. TIME 03/30 15:24
 USAGE T 03'47
 PGS. 7
 RESULT OK



Fax Cover Sheet

from

Halifax County Schools

P.O. Box 468, U.S. Highway 301 South, Halifax, NC 27939 (252) 583-5111 (252) 583-1474 (fax)

Here's The Fax!

To: Schools & Libraries Division
 Attention: Yvonne Kuo
 Fax #: 973-884-8395
 Subject: ISP Contract
 From: Carol Blankenship
 Pages Incl. cover: 7
 Comments: This is the
information you requested
for our application
257741 for Internet

1. A new Grade 7-12 school was approved by the Halifax County Board of Education and named "Halifax County Education Center".
2. Northwest Halifax High School inducted its first students into the National German Honor Society.
3. Halifax County Schools invested over \$230,000 in technology for classrooms during the 1998-99 school year.
4. The Halifax County Board of Commissioners invested \$178,000 in classroom computers.
5. Phase II and Phase III of the Southeast Cyber Campus was completed and the total value of the campus is over \$750,000.
6. Parents have received technology training at two of our middle schools.
7. Two students served as pages in the General Assembly.
8. State bond money totalling 13.5 million dollars was used to construct the new William R. Davis Middle School.
9. NASA Langley will provide Learning Technologies Project activities for thirty Halifax County Schools' teachers.
10. Security cameras are installed in all middle

NORTH CAROLINA SCHOOL LINK
INTRANET AND INTERNET APPLICATION & SERVICE CONTRACT

Account No.: HAL01

1. School System (Subscriber):

Name of School System: Halifax County School District
Address: PO Box 468, Hwy. 301 S.
City/State/Zip: Halifax, NC 27839
Contact Person: Ralph Evans
Telephone No.: (919) 583-5111

2. Sites:

- | | | |
|--|--|--|
| 1. Brawley Middle School
PO Box 449, E 16th St.
Scotland Neck, NC 27874
Dr. Viola Vaughan | 2. Eastman Middle School
Rt 2 Box 141, Hwy 48
Enfield, NC 27823
Mary Mebane | 3. Enfield Middle School
PO Box 128, Sherrod St.
Enfield, NC 27823
Dr. Robert Moore |
| 4. Northwest H.S.
Rt. 2 Box 274, Hwy 48
Littleton, NC 27850
Lynn Bradley
(919) 445-4125 | 5. Southeast H.S.
Rt. 1 Box 206, Hwy 125
Halifax, NC 27839
Alfred Riddick
(919) 445-2027 | |
| 6. Halifax County Board of Education
PO Box 468, Hwy 301 S.
Halifax, NC 27839
Willie J. Gilchrist
(919) 583-5111 | | |

3. Hardware, Software, Equipment and Services to be Provided:

See Attached Exhibit "A"

4. Initial Charge:

\$ 15,000.00

This North Carolina School Link Intranet and Internet Application and Service Contract includes the terms and conditions as Attachment I, attached hereto and incorporated herein by reference, of which the Subscriber acknowledges that he has read and understands all such terms and conditions and agrees to be bound by them.

North Carolina School Link, Inc.

Subscriber

by: [Signature]
Title: President
Date: 3-28-97

X Signature: [Signature]
Printed Name: Willie Gilchrist
Title: Superintendent
Date: 3-27-97

ATTACHMENT I

SERVICE CONTRACT

This North Carolina School Link Intranet and Internet Service Contract, hereinafter referred to as "Service Contract", is made, entered, and consummated this the 28th day of March, 1997, by and between North Carolina School Link, Inc., having its principal place of business in Cumberland County, North Carolina, hereinafter referred to as "NCSL", and Halifax County Public Schools, hereinafter referred to as "Subscriber", with a mailing address of PO Box 468, Hwy 301 S., Halifax, NC 27839, and a legal process agent and address as follows: Same

Charges: For the hardware, equipment, software, and services to be provided by NCSL, Subscriber agrees to pay a monthly fee of \$ 3,360.00 due and payable on the first day of each month beginning the month of May, 1997. This monthly fee shall be applicable for the first 12 months of the term of this Service Contract, and shall continue thereafter on a monthly basis unless notified of a change by NCSL. For the convenience of Subscriber, this fee may be paid monthly, quarterly or yearly in advance of the due date. Except as otherwise agreed upon by the parties hereto, before a price change may occur, NCSL must give Subscriber at least One Hundred Twenty (120) days notice of the price change with proof of price increases by telephone or Internet service providers. The contract price is based on a minimum service subscription for Five (5) locations excluding the administrative office. Additional locations may be added as needed at the prevailing per location fee. Additional fees may also be required for service upgrades.

1. The service provided herein to Subscriber is solely for use for educational purposes by Subscriber's faculty, administration, staff and students. Non-authorized use by persons other than Subscriber's Personnel or students, is prohibited. Subscriber shall be responsible for all access to and use of the Service ordered hereunder and shall ensure that its Personnel and students comply with the terms of this Service Contract.

2. Subscriber acknowledges that all hardware and software provided herein shall remain the exclusive property of NCSL and that Subscriber shall have no right to nor interest in the hardware or software other than to access and utilize the Intranet and Internet services provided herein. Subscriber shall not remove any labeling or notices included with or embedded on the hardware or software.

3. Subscriber acknowledges and agrees that all maintenance, repair, replacement, and servicing shall be provided exclusively by NCSL, and that any problems with the operation of the service provided shall be brought to the immediate attention of NCSL.

4. From time to time, NCSL may make available to Subscriber certain additional or replacement equipment for use in connection with the Service. Any such additional or replacement equipment shall remain the sole and exclusive property of NCSL. Subscriber shall not take any action which may, directly or indirectly, impair the value of the equipment or NCSL's rights, title and interest therein and shall immediately notify NCSL of any legal proceeding affecting such property.

5. NCSL warrants that it shall maintain the original, additional or replacement equipment in good operating condition. NCSL shall perform all repairs and maintenance of the equipment, or, at its option, may replace such equipment. Subscriber will be billed for all damage to and repair or maintenance of the equipment resulting from misuse, abuse, theft or any other cause, normal use excepted. Subscriber's exclusive remedy for breach by NCSL of the equipment warranty shall be repair of the defective equipment or replacement upon its return to NCSL.

Disclaimers: NCSL will not be responsible for: software setup, installation or configuration not directly related to Internet and or Intranet access; hardware setup, installation, configuration or maintenance of School owned equipment; Lost data; violations in security due to unauthorized use of passwords; damage to equipment, software or data due to acts of God; addition of new hardware to the system, though new equipment may be installed on system; access by students to unauthorized accounts and Internet content.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN ATTACHMENTS AND SCHEDULES ATTACHED HERETO, THE SERVICE, HARDWARE, AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, NCSL DISCLAIMS ANY AND ALL WARRANTIES AS TO THE SERVICES PROVIDED BY ITS SUBCONTRACTORS AND BY ANY ENTITY PROVIDING INTRANET OR INTERNET RELATED SERVICES.

Term & Termination:

1. **Effective Date:** This Service Contract shall become effective upon approval and execution by North Carolina School Link, Inc. in Fayetteville, North Carolina.

2. **Term:** The term of this Service Contract shall be a period of One (1) year beginning on the Effective Date and shall automatically renew for a period of One (1) year upon the expiration of each term.

3. **Termination upon Breach:** NCSL may terminate this Service Contract immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Service Contract. Subscriber may terminate this Service Contract immediately upon giving written notice of termination to NCSL if NCSL commits a material breach of this Service Contract.

4. **Termination upon Notice:** Either party may terminate this Service Contract after expiration of this first term upon giving the other party at least Ninety (90) days written notice of cancellation. Upon proper termination, NCSL will remove all hardware, equipment and software not later than Forty-five (45) days following the termination date. Subscriber agrees to provide 24 hour access to remove the property. Upon removal, all keys will be returned to Subscriber.

Disclaimer and Hold Harmless Service Contract: Subscriber shall not be responsible for, and NCSL agrees to hold harmless Subscriber from, debts contracted by NCSL, or for third-party contracts consummated by NCSL necessary to provide Intranet and Internet services, whether directly or indirectly related to the services provided by NCSL, including but not limited to hardware, equipment, software, and

telephone services. Furthermore, Subscriber shall not be responsible for damage caused by acts of God to any hardware, equipment, software, or telephone equipment.

Relocation: Shall it become necessary during the initial term and any renewal term to require existing hardware and equipment to be moved as a result of Subscriber having to relocate or to change equipment location due to remodeling of the existing location, Subscriber shall be responsible for the necessary and reasonable cost of moving or removing the hardware and equipment.

Covenants of Subscriber: Subscriber agrees and covenants to providing the following: 24 hour access to the MDF of all connected locations; 24 hour access to the point of connection at each location (leased line/radio); 24 hour access and use of a ventilated and secure room no less than 6' x 6' x 8' at the Internet connection; right to have phone company install service to this room; and a 30 amp dedicated ground electrical circuit within the room.

Fund Raiser: NCSL, as a service to Subscriber and in the interest of the children of the State of North Carolina, will pay to the Sponsoring school, a fee equal to 10% of all service fees received by NCSL each month from each entity who subscribes to the Internet service provided herein through the fund raising program of the Sponsoring school. These funds will be paid in consideration of assistance by the schools and PTAs in distribution of promotional material and efforts made in promotion of Internet access within the community. Payment of this fee shall be conditioned on the Sponsoring school obtaining the approval of NCSL. Approval shall not be unreasonable withheld and shall be conditioned on the Sponsoring school implementing procedures necessary to insure the integrity of the fund raiser customer list.

Miscellaneous Provisions:

1. **Controlling Law/Situs.** This Service Contract shall be construed in accordance with the laws, regulations, and court decisions of the State of North Carolina.
2. **Construction.** All terms contained herein shall be construed in reference to their ordinary meaning as defined in any dictionary of general acceptance.
3. **Assignment of Interest.** Neither party may assign any interest under the Service Contract without the consent of the other party.
4. **Complete Agreement.** This Service Agreement by the parties is intended to be the complete and full embodiment of this transaction. Any oral or written representation made at or prior to the execution of this Service Contract are considered incorporated herein.
5. **Severability.** If any provision of this Service Contract shall be held invalid, illegal, unconscionable, or otherwise unenforceable, it is the intent of the parties that the remaining provisions shall be unaffected by such decision.
6. **Amendment.** It is the intent of the parties hereto that this Service Contract may not be amended or in anyway supplemented unless such amendment or supplement is in writing signed by the party to be charged.
7. **Binding on Successors in Interest.** This Service Contract shall be binding on the heirs, devisees, successors and assigns of the undersigned parties.

Exhibit "A"

1. A combination of one or more technologies to provide the school with connectivity to the Intranet (WAN).
 - 56k Leased Line w/Router/Bridge
 - Ethernet Airbridge Node
 - Other similar equipment with similar bandwidth
2. A Minimum of 56k potential bandwidth to the Internet during all schools operating hours.
3. Email accounts for all School System personnel.
 - email names and information will be provided to NCSL by the School System yearly with updates executed by school system personnel.
 - Email information will be provided in electronic media.
4. Web pages
 - A static Web Page for the school system.
 - Up to 10 Dynamic Web pages for the School System to update as desired.
 - A static Page per attached school.
 - Non commercial Web Pages designed by students and staff.
 - A full series of Educationally oriented Web Pages for use on student stations.
5. NCSL will provide all equipment and labor needed to attach the Intranet (MAN) with the local area network (LAN) in each location.
6. NCSL will provide one each family dialup account to one Principal / Superintendent and one Technology Support person per location.
7. NCSL will provide a 30% discount on family dialup accounts for all School System Personnel.
8. NCSL will provide for and setup Netscape WEB, EMAIL, PROXY and COMMUNICATION servers including all software and hardware needed.
9. NCSL will provide for the drivers and browsers needed to connect PC and Macintosh workstations to the system.
10. NCSL will maintain NCSL owned equipment in good operational status.
11. NCSL will provide community accessible modems for remote access to school information.
12. NCSL will contract and pay for all telephone company charges incurred to operate this system.
13. NCSL will pay for all subscriptions and dues required to operate the Web Site.
14. NCSL will maintain and manage the Intranet (MAN) in operational condition.
15. NCSL will make recommendations for additional equipment or software that will enhance the Intranet or the individual LANs.



K-12 Intranet / Internet

Dedicated 56k Network

For \$2500 down & \$560 per month:

- Access for 8-15 simultaneous users
- 56k access account, dedicated to your school 24 hours per day, 7 days a week, 12 months per year.
- Worry free connectivity. NCSL provides an ethernet connection for your LAN to connect to. You have no additional line or equipment charges. Easy upgrade to 128k Network.
- IP, IPX and Appletalk connectivity with other schools within your workgroup.
- A School Web presence with access from the NCSL School Directory and from the Community Pages. A database driven web design that will allow you to add pages easily.
- School email address with the format of yourschool@schoollink.net.
- Teacher email addresses. Email accounts may be added for students at \$5 per year, per address.
- Home Dial-Up Internet Accounts for Principals and 1 Technology Specialist.
- Free Community Dial-Up Access to your site.
- NewsGroups both Local and Filtered National.
- School defined restrictions on access from that Network.
- Participation in the NCSL / School Fundraising Program.

School Web Presence

As an add on to the above plans; You can have a simple sites or full featured sites showcasing your students and staff, encompassing many pages highlighting all aspects of your school. The choice is up to you. You will be able to add to your school's site or we will create it for you.

- Web pages are \$100.00 one time set-up and design fee. Each page can have up to 10 graphics / logos with text. Each page is approximately (8 1/2 x 11). Involved projects such as policy manuals or service request database access will be quoted by the design department.
- For school systems that connect at least 5 locations, 1 being an administrative office,--- North Carolina School Link will setup a 10 page School System Presence to tie the school's web sites together. NCSL will also set up a single page welcome for each school in the system (connected or not). In addition a midnight transfer will be configured to download SIMs accounting data from all connected schools to the central office.
- You may have your mail sent to an Alphanumeric Pager, a Fax Machine or one of several E-Mail systems. Gateway services will be quoted by a field engineer.

Reference Area

Pitfalls to Avoid in Filing Form 471

1. Make sure to wait the required period (28 days) before selecting service providers, signing contracts and filing Form 471.

For Year 4, the SLD has established a 74-day filing window, a period in which all Form 471 applications received are treated as if simultaneously received. The filing window for Year 4 runs from November 6, 2000 to January 18, 2001. There are a number of required steps that must be met before you file the Form 471. Be sure to allow enough time to properly complete the following list of steps when determining your timeframe for submitting the Form 471.

- Posting of a properly completed Form 470 on the SLD Web Site for 28 days before you do any of the following: select service provider(s), enter into contracts/agreements, or sign and file the Form 471. State or local laws may require a longer procurement cycle. If you live in a state that mandates a longer procurement cycle, it is your responsibility to file your Form 470 early enough to meet these requirements before filing the Form 471.
- Identifying your "establishing Form 470" application number if a previously posted Form 470 led to a multi-year contract/agreement for which you plan to file a Year 4 Form 471. The "establishing Form 470" is the posted form that resulted in the multi-year contract/agreement.
- Receiving bids for services from qualified service providers during the posting period.
- Opening and evaluating bids and negotiating contracts/agreements (after the 28-day posting period or longer as specified by your entity's procurement requirements).
- Receiving approval for your contracts/agreements from Boards or other authorizing bodies (again, following your entity's procurement requirements).
- Selecting service providers and signing contracts. Users of tariffed services and of month-to-month services not under contract must file the Form 470 which needs to be posted for 28 days before selecting a service provider and before filing the related Form 471. Applicants seeking competitive bids for new contractual services must also file the Form 470 and wait the 28-day period before signing a contract, before signing the application, and before filing the Form 471.

[How to Apply](#)[Service Providers](#)[Reference Area](#)[SLD Forms](#)[Funding Commitments](#)[Site Map](#)[APPLY ONLINE](#)
[Apply Online](#)[View Forms](#)[Search Site](#)

Get the most out of your search query by viewing **Search TIPS!**

[Go back to Previous Page](#)

Please note that a "properly completed Form 471" includes Block 5 attachments to support each Funding Request. In Block 5, Item 21, Description of This Service, the Form 471 indicates that "You MUST attach a description of the service, including a breakdown of components and costs, plus any relevant brand names. Label this description with an Attachment #, and note number in the space provided below." The required documentation should include the following:

- a label on the attachment: "Item 21 attachment"
- the Attachment Number (assigned by you)
- the applicable contract number (for contract services)
- the service provider's and contracting party's legal names
- a specific itemization of products and/or services to be provided and the associated costs adding up to the prediscount costs shown in Item (23) of Block 5. If ineligible services are also being provided under this contract or service agreement, and if they are featured on this list, the applicant should clearly identify them as ineligible and the price of those ineligible services must be deducted from the amount of prediscount costs identified in Item (23). You are responsible for assuring that you seek discounts only on eligible services.

For further information, please refer to the Item 21 "Special Notes on the 'Description of Services' " in the Form 471 Instructions.

Note that the Item 21 attachment must be postmarked by January 18, 2001 for your application to be considered within the window.

4. How to prevent the denial of funding requests

In Block 5 of the Form 471, you must list the information indicated for each funding request. Each funding request will be assigned a Funding Request Number (FRN). The SLD may deny a funding request if information is missing, incomplete, or incorrectly data entered. The following list provides examples of why a funding request might be denied:

- In each Block 5, Item 12, you must refer to a previously filed Form 470 (15-digit Form 470 Application Number) associated with this Form 471. If the Form 470 you identify was not posted to the SLD web site for competitive bidding purposes (with the exception of pre-existing contracts, that is, contracts signed on or before July 10, 1997), the FRN will be denied. If the cited Form 470 was never certified, or if its Block 5 signed certification is not postmarked by January 18, 2001, the FRN will be denied.
- If you sign contracts before the Form 470 Vendor Selection/Allowable Contract Date, the FRN will be denied.
- If the service type (Telecommunications Services, Internet Access or Internal Connections) requested on the Form 471

does not match the service identified on the corresponding Form 470, the FRN will be denied.

- Only funding requests included in a properly completed Form 471 submitted in the filing window will be considered as if simultaneously received.
- If a funding request is for ineligible products and/or services, the FRN will be denied. Even partial inclusion of ineligible components risks denial of the complete FRN.
- If a funding request is for contractual type of equipment and/or services for which a contract has not been signed, and if there is no other evidence of a legally binding agreement, the FRN will be denied.
- If a funding request is for services and/or products delivered and installed outside of the current funding year, the FRN will be denied.
- If the service/product for which discounts are requested is not being used for eligible purposes by eligible entities, the FRN will be denied.

Applicants are encouraged to study the **Form 471 Minimum Processing Standards and Filing Requirements** posted in the Reference Area of the SLD web site or available through the SLD Client Service Bureau (888-203-8100).

FAQs | Contacts | Get Help! | Site Tour
How to Apply | Service Providers | Reference Area | Program Forms | Funding Commitments | Site Map
Schools & Libraries | High Cost | Low Income | Rural Health Care | USAC

© 2017 USAC. All rights reserved.