

*The Public Schools of*  
**NORTHBOROUGH - SOUTHBOROUGH MASSACHUSETTS**

**OFFICE OF THE SUPERINTENDENT**  
ALGONQUIN REGIONAL HIGH SCHOOL • 79 BARTLETT STREET • NORTHBOROUGH, MASSACHUSETTS 01532-2098  
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GAIL A. JENKS  
DIRECTOR OF TECHNOLOGY

ROBERT E. MELICAN  
SUPERINTENDENT

RECEIVED

OCT - 3 2001

FCC MAIL ROOM

JEAN M. BEAN  
DIRECTOR OF  
STUDENT SUPPORT SERVICES

BARBARA E. GOODMAN  
ASSISTANT TO DIRECTOR OF  
STUDENT SUPPORT SERVICES

**To:** Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Room TW – A325  
Washington, DC 20554

**Date:** 01-October-2001

**From:** Robert E. Melican  
Superintendent of Schools

**Subject:** Appeal of Administrator's Decision on Appeal – Funding Year 2000 - 2001

**Contact Information:**

**Mr. Robert E. Melican**  
**Superintendent of Schools**  
**79 Bartlett Street**  
**Northboro, MA 01532**  
**Tel: (508)-351-7000**  
**Fax: (508)-351-7049**

**E-mail: [RMelican@nsboro.k12.ma.us](mailto:RMelican@nsboro.k12.ma.us)**

**Appeal of Administrator's Decision on Appeal – Funding Year 2000 - 2001**

**Algonquin Regional High School**  
**Form 471 application #: 165011**  
**Billed Entity #: 595**  
**Funding Request #: 376817**  
**Spin #: 143001291**  
**Funding Commitment Decision Letter For Year 3**  
**(07/01/2000 – 06/30/2001)**  
**CC Docket Nos. 96-45 and 97-21**

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**To Whom It May Concern:**

**We are writing to appeal the most recent Administrator's Decision on Appeal for telecommunications services for our Centrex telephone system.**

**We are also, as advised by SLD, requesting a waiver of the 30 day time response period for appeals. The Administrator's Decision on Appeal letter was dated July 6, 2001. This letter was not placed in Mr. Brouillard's possession (the person who filed the forms and appeal letters) until September 4, 2001. Mr. Brouillard is not a year round employee and all mail for such individuals is held in the office until their return to school.**

USAC writes in their letter in paragraph 2, page 2, the following:

“Since the contracted services were renewed for another 7-year term (between the dates indicated above) they must be posted to a Form 470 in Funding Year One. You have not claimed that this Form 471 relates to a different Form 470 other than the one indicated above. Therefore, a Form 470 for this contract renewal should have been posted on the SLD website in year one. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirements that your Form 470 be posted on the website for 28-days in Funding Year One.”

At this time we would like to state a few points and reiterate others that have been previously mentioned.

- The instructions, forms and all associated paperwork are indeed cumbersome and time consuming to complete. Also, calls to the help line sometimes result in different answers from different people for the same question. Perhaps we did reference the incorrect Form 470 # (647880000215435) when it should have been Form 470 # (865130000070959) for Funding Year One, which was posted on the website for 28 days and for which we were funded by SLD.
- In August of 2000, the Superintendent's Office received a request from Mr. John Januszanis in Whippany, N.J. (973-884-8395) for more information regarding our original appeal. This information was promptly provided to him and even he stated that he thought we should be funded for this pre-existing contract.
- Verizon, formerly, Nynex and Bell Atlantic **are the only providers of this service. There are no others who could even bid on this.**
- On July 1, 1991, we signed a contract with the telephone company, (now Bell Atlantic) for a Centrex System. It was for a 7-year period, ending June 30, 1998, renewable at that time for another period of time. That contract was renewed for another 7-year period during the summer of 1998. Copies of both the original contract and the renewed contract are included.
- In both the first and second year of the E-Rate program we posted our request for these services and thus satisfied the 28 day window. We also inquired of Bell Atlantic if we

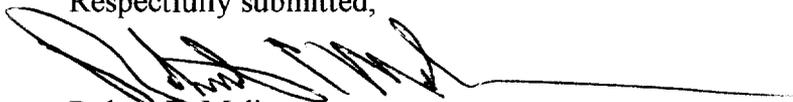
needed to sign a new contract to conform with the applicable dates for signing and they said that we did not have to. We also spoke with an operator at SLD as to how we should complete the specific forms for this request and we completed them exactly as we were advised.

- We also spoke with Dimitrius Early at SLD regarding this matter and he stated that he could see no reason as to why we were denied because we were applying for pre-existing services.
- It is also important to note that we did receive funding for this request in both Year 1 and Year 2 of the E-Rate program.

It is also worth noting that upon receipt of the Administrator's Decision on Appeal letter in September, the SLD was called and asked for advice as to what to do. They said that we should appeal anyway and ask for a waiver of the 30-day requirement. They also said that we could call the FCC. Several calls to the FCC were made and they were not very helpful or encouraging. Ms. Narda Jones, of the FCC, said that "you can ask for a waiver but you will not get one, it's a harsh penalty, but that's the way it is."

Thank you for your understanding in this matter and we look forward to hearing from you as soon as possible.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Robert E. Melican', with a long horizontal line extending to the right.

Robert E. Melican  
Superintendent of Schools

cc: Honorable James P. McGovern  
United States House of Representatives

ALGONQUIN REGIONAL HIGH SCHOOL  
Serving the Towns of Northborough and Southborough

**To:** SLD, Inc. **Date:** 18-July-2000  
**From:** John L. Brouillard **Memo:** 01-01  
**Subject:** Letter of Appeal

**Contact Information:**

**Mr. John L. Brouillard**  
**Algonquin Regional High School**  
**79 Bartlett Street**  
**Northboro, MA 01532**  
**Tel: (508)-351-7014**  
**Fax: (508)-351-7049**

**E-mail:** [JBrouillard@northborough-southborough-schools.mec.edu](mailto:JBrouillard@northborough-southborough-schools.mec.edu)

**Appeal of Letter sent to:**

**Algonquin Regional High School**  
**Form 471 application #: 165011**  
**Billed Entity #: 595**  
**Funding Request #: 376817**  
**Spin #: 143001291**  
**Funding Commitment Decision Letter For Year 3**  
**(07/01/2000 – 06/30/2001)**

We are writing to appeal the most recent decision from the SLD in which we were denied funding for telecommunications services for our Centrex telephone system.

The Funding Commitment Decision Letter listed this explanation: The 470 cited did not include service of this type, therefore it does not meet the 28 day competitive bidding requirement.

On July 1, 1991, we signed a contract with the telephone company, (now Bell Atlantic) for a Centrex System. It was for a 7-year period, ending June 30, 1998, renewable at that time for another period of time. That contract was renewed for another 7-year period during the summer of 1998. Copies of both the original contract and the renewed contract are included.

In both the first and second year of the E-Rate program we posted our request for these services and thus satisfied the 28 day window. We also inquired of Bell Atlantic if we needed to sign a new contract to conform with the applicable dates for signing and they said that we did not have to. We also spoke with an operator at SLD as to how we should complete the specific forms for this request and we completed them exactly as we were advised.

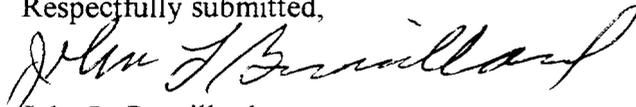
We also spoke with Dimitrius Early at SLD regarding this matter and he stated that he could see no reason as to why we were denied because we were applying for pre-existing services.

It is also important to note that we did receive funding for this request in both Year 1 and Year 2 of the E-Rate program.

Thank you for your understanding in this matter and we look forward to hearing from you as soon as possible.

Please note that this letter is being submitted on behalf of Mr. Robert E. Melican whose name appears on the 470 and 471 forms and who is currently on vacation.

Respectfully submitted,



John L. Brouillard

**NOVA CENTREX SERVICE AGREEMENT**

AGREEMENT made this NINE day of 6 1991  
TELEPHONE AND TELEGRAPH COMPANY ("Telephone Company"), a New York Corporation having its principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, and \_\_\_\_\_ ("Customer").

- Customer hereby requests that the Telephone Company furnish NOVA Centrex service as set forth in Appendix A, attached hereto and made a part hereof, at the locations specified in Appendix A. The service described in Appendix A is hereinafter referred to as the NOVA Centrex System.
- This Agreement applies only to the lines and locations set forth in Appendix A which constitute the NOVA Centrex System. Other services furnished by the Telephone Company to the Customer not covered by this Agreement shall be governed by applicable tariff rates and charges.
- Telephone Company shall furnish the NOVA Centrex System in accordance with and subject to the terms and conditions set forth and contained in its Tariff on file with the appropriate state regulatory authority. As said Tariff may be revised from time to time, said Tariff is incorporated herein and made a part hereof by reference. Said Tariff constitutes in all respects the contract between the parties hereto and if anything contained herein shall be construed to be in conflict therewith, the provisions of said Tariff shall be controlling.
- The Schedule A rates for Outside Plant and Central Office facilities shall be payable per line in the NOVA Centrex System up front  or  over 34 months. No Telephone Company initiated change will be made in the Schedule A rates during the term of this agreement. However, such rates are subject to the jurisdiction of the appropriate state regulatory authority and are subject to change upon order of this regulatory body.
- When the Customer cancels or changes his application for service in whole or in part prior to completion of the construction and installation of the Centrex System, the Customer is required to pay upon demand to the Telephone Company, the total costs and expenses incurred in connection with providing and renewing the service less the estimated recoverable value, if any. The payment will not exceed that specified under Paragraph 7, following.
- When the Customer requests a change in the location of all or a part of the facilities provided for the NOVA Centrex System prior to completion of the construction and installation, the Customer is required to pay upon demand to the Telephone Company the difference between the total costs and expenses incurred by the Telephone Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially. The payment will not exceed that specified under Paragraph 7, following.
- When an application is cancelled or changed by the Customer in whole or in part after completion of construction and installation but prior to the establishment of service, the Customer is required to pay upon demand to the Telephone Company an amount equal to any applicable nonrecurring, service, one-time and construction charges.
- When a deferment of the date for placing facilities in service is requested by the Customer after the start of construction, charges based on costs apply, for any deferment in excess of one month and said charges shall be payable upon demand to the Telephone Company. The costs will include the monthly carrying charges on the Telephone Company's investment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in service of facilities be deferred for more than 6 months.  
After 6 months the installation will be considered as cancelled, and the customer will be responsible for the payment of costs as specified in Paragraphs 5 or 7 above.
- The requested service date is 7-1-91 6-30-91 jpk
- In the event of a complete or partial discontinuance of service prior to the expiration of the Schedule A payment period set forth in Paragraph 4, the Customer is obligated to pay upon demand to the Telephone Company the appropriate termination charge as set forth in the Tariff.
- This Agreement shall expire in seven (7) years regardless of the duration of the Schedule A payment period. At the expiration of the Agreement, the Customer may elect a new 7-year service agreement with a new Schedule A payment period, or in the absence of a new agreement, service will be continued by the Telephone Company subject to the appropriate Schedule B rates and Schedule A charges associated with a 36-month payment period based on the latest vintage of charges in effect or to become effective until service is discontinued or a new service agreement is elected.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed the day and year first above written.

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
OR AUTHORIZED AGENT**

By James Parks  
Title Manager  
Company Computer Telephones Corp

**CUSTOMER**

[Signature] Ed.D.  
Asst. Supt. of Schools  
Northboro  
NORTHBORO SOUTHBORO REGION

Van BTN \_\_\_\_\_  
Customer Name \_\_\_\_\_  
Product/Service \_\_\_\_\_  
Contract Expiration \_\_\_\_\_  
Contract # \_\_\_\_\_

# RENEWAL OF ORIGINAL CONTRACT

## INTELLIPATH II<sup>SM</sup> DIGITAL CENTREX SERVICE AGREEMENT

AGREEMENT made this 17<sup>th</sup> day of June, 1998 by and between Bell Atlantic Massachusetts and Northboro/Southboro ("Customer").  
This Service Agreement is made for a period of Seven years.

1. Customer hereby requests that Telephone Company furnish INTELLIPATH II<sup>SM</sup> digital Centrex service as set forth in Appendix A, attached hereto and made a part hereof, at the locations specified in Appendix A. The service described in Appendix A is herein referred to as the INTELLIPATH II Service System.
2. This agreement applies only to the lines and locations set forth in Appendix A which constitute the INTELLIPATH II Service System. Other services furnished by the Telephone Company to the Customer not covered by this Agreement shall be governed by applicable Tariff rates and charges.
3. Telephone Company shall furnish the INTELLIPATH II Service System in accordance with and subject to the terms and conditions set forth and contained in its Tariff on file with the Massachusetts Department of Public Utilities, as said Tariff may be revised from time to time. Said Tariff is incorporated herein and made a part hereof by reference. Said Tariff constitutes in all respects the contract between the parties hereto and if anything contained herein shall be construed to be in conflict therewith, the provisions of said Tariff shall be controlling.
4. The Schedule A charges for Central Office Common Equipment, Central Office Facilities, and Outside Plant Facilities shall be payable per line in the INTELLIPATH II Service System over 84 months. Payment period for Schedule A shall not exceed service Agreement period. No Telephone Company initiated change will be made in the Schedule A charges during the term of this Agreement. However, such rates are subject to the jurisdiction of the Massachusetts Department of Public Utilities and are subject to change upon order of this regulatory body.
5. When the Customer cancels or changes his application for service in whole or in part prior to completion of the construction and installation of the INTELLIPATH II Service System, the Customer is required to pay upon demand to the Telephone Company the total costs and expenses incurred in connection with providing and removing the service less the estimated recoverable value, if any. The payment will not exceed that specified under Paragraph 7, following.
6. When the Customer requests a change in the location of all or a part of the facilities provided for the INTELLIPATH II Service System prior to completion of the construction and installation, the Customer is required to pay upon demand to the Telephone Company the difference between the total costs and expenses incurred by the Telephone Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially. The payment will not exceed that specified under Paragraph 7, following.
7. When an application is canceled or changed by the Customer in whole or in part after completion of construction and installation but prior to the establishment of service, the Customer is required to pay upon demand to the Telephone Company an amount equal to any applicable nonrecurring, service, one-time and construction charges.
8. When a deferment of the date for placing facilities in service is requested by the Customer after the start of construction, charges based on costs apply for any deferment in excess of one month and said charges shall be payable upon demand to the Telephone Company. The costs will include the monthly carrying charges on the Telephone Company's investment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in service of facilities be deferred for more than 6 months.  
After 6 months the installation will be considered as canceled, and the Customer will be responsible for the payment of costs as specified in Paragraphs 5 or 7 above.
9. In the event of a complete or partial discontinuance of service prior to the expiration of the Schedule A payment period set forth in Paragraph 4, the Customer is obligated to pay upon demand to the Telephone Company the appropriate termination charge as set forth in the Tariff.
10. This Agreement shall expire in 7 years regardless of the duration of the Schedule A payment period. At the conclusion of the service contract period or after payment of 80% of the Schedule A monthly rates of the service Agreement period, the Customer may request a new Service Agreement in accordance with the terms of the Telephone Company's tariff in effect at the time of said request. In the absence of a new Agreement, service will be continued at the conclusion of the Service contract period by the Telephone Company subject to the appropriate Schedule B rates and Schedule A charges associated with a 24 month optional payment period under the three year Service Agreement based on the latest vintage of charges in effect or to become effective until service is discontinued or a new Service Agreement is elected.

IN WITNESS WHEREOF, the parties, acting through their authorized representatives, have set their hands as of the day and year below written.

By: [Signature] Bell Atlantic  
Signature of authorized employee  
Name: Chris R Mather  
Title: Account Executive  
Address: 270 Bridge St.  
Decham MA  
Telephone Number: 781-407-5807  
Date: 6/19/98

By: [Signature] CUSTOMER  
Signature of authorized employee  
Name: Michael J. Hayes III  
Title: Director Of School Business Services  
Office Of The Superintendent  
Northborough/Southborough  
79 Bartlett Street  
Northborough, MA 01532  
Address: Tel: (508) 351-7000 ext. 13A  
Fax: (508) 351-7049  
Telephone Number: \_\_\_\_\_  
Date: June 17, 1998



**Administrator's Decision on Appeal - Funding Year 2000-2001**

July 6, 2001

John L. Brouillard  
Algonquin Regional High School  
79 Bartlett Street  
Northboro, MA 01532

Re: Billed Entity Number: 595  
471 Application Number: 165011  
Funding Request Number(s): 376817  
Your Correspondence Dated: July 18, 2000

After thorough review and investigation of all relevant facts, the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") has made its decision in regard to your appeal of SLD's Year Three Funding Commitment Decision for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 30-day time period for appealing this decision to the Federal Communications Commission ("FCC"). If your letter of appeal included more than one Application Number, please note that for each application for which an appeal is submitted, a separate letter is sent.

Funding Request Number: 376817

Decision on Appeal: **Denied in full**

Explanation:

- You have stated on appeal that this funding request was initially covered under a contract that was signed on July 1, 1991 for a period of 7 years, which expired on June 30, 1998. This contract was then signed / renewed for another 7 year term during the summer of 1998. You have included both copies of the original contract and the renewal contract with your appeal. You state that you spoke to someone at SLD regarding this matter and they stated that this funding request should not have been denied because you are applying for funding regarding a pre-existing contracted service. You close the appeal by stating that in both Funding Years One and Two this funding request was posted for the required 28-days and received funding from SLD.

- Your Form 470 (**647880000215435**) which you have listed as the establishing form on the 471 for this funding request, is from Funding Year Two. The allowable contract date on this establishing Form 470 is April 1, 1999. You have signed the contract for this funding request on June 17, 1998.
- During the review of the appeal, it was determined from the support documentation received (copies of contracts) which you have submitted to the SLD during the initial review of this funding request that the contract award date for this funding request is validated as June 17, 1998. The contract award date that you listed on the Form 471 (Block 5, Item 18) for this funding request is April 1, 1999 and the expiration date on (Block 5, Item 20) is June 30, 2005. You have provided the written contract documentation for this funding request to validate the contract dates which you have entered on the Form 471 for this request as being correct. According to this documentation which you have sent, it shows that the original contract was signed/awarded on July 1, 1991 for a initial term of 7 years expiring on June 30, 1998. The new contract was signed on June 17, 1998 for another 7-year term. The contract/service agreement/Item 21 attachments that you have provided indicate a contract award date/activation date/of **June 17, 1998** which is between February 27, 1998 and November 30, 1998. You have requested support for Funding Year Three.

Since the contracted services were renewed for another 7-year term (between the dates indicated above) they must be posted to a Form 470 in Funding Year One. You have not claimed that this Form 471 relates to a different Form 470 other than the one indicated above. Therefore, a Form 470 for this contract renewal should have been posted on the SLD website in year one. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirements that your Form 470 be posted on the website for 28-days in Funding Year One.

- FCC rules require that except under limited circumstances, all Forms 470 received be posted on the website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. *See* 47 C.F.R. §§ 54.504; 54.511(a), (c). These competitive bidding requirements help ensure that applicants receive the lowest pre-discount price from vendors. *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098 ¶ 9 (1997). The only exceptions to the posting requirement are for: (1) contracts signed on or before July 10, 1997 for the life of the contract; (2) contracts signed between July 10, 1997 and before January 30, 1998 (the date on which the web site became operational) for services provided through June 30, 1999. *See* 47 C.F.R. § 54.511(c); *Fifth Reconsideration Order*, 13 FCC Rcd at 14916 *Fifth Reconsideration Order*, 13 FCC Rcd at 14916 ¶ 2, and 14920 ¶ 8 (extending Year One funding period through June 30, 1999).

If you believe there is a basis for further examination of your application, you may file an appeal with the Federal Communications Commission, Office of the Secretary, 445 12<sup>th</sup> Street, SW, Room TW-A325, Washington, DC 20554. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. Before preparing and submitting your appeal, please be sure to review the FCC rules concerning the filing of an appeal of an Administrator's Decision, which are posted on the website at <[www.universalservice.org](http://www.universalservice.org)>. **You must file your appeal with the FCC no later than 30 days from the date on this letter for your appeal to be filed in a timely fashion.**

We thank you for your continued support, patience, and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company