

Exhibit 1

VOLUME AND TERM AGREEMENT

This Volume and Term ("V&T") Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and The School District of Palm Beach County, on behalf of itself and its affiliated schools (hereinafter collectively referred to as "The District" or "Customer") as set forth herein.

I. DEFINITIONS

A. A "V&T" Agreement is a customized Contract Service Arrangement ("CSA") offering of various local and intraLATA services purchased by The District from BellSouth in the telephone exchanges served by BellSouth in Florida. A V&T Agreement provides the Customer certain levels of discounts on identified local and intraLATA services based upon the Customer's commitment to and attainment of an Annual Revenue Commitment in accordance with the requirements described in this Agreement.

B. "Annual Revenue Commitment" represents the agreed upon amount of billing to The District by BellSouth for BellSouth's regulated services purchased by The District each year that represent the revenue The District agrees to achieve for purposes of the V&T Agreement. The District's Annual Revenue Commitment is included in Appendix II of this Agreement.

C. "Baseline" is the actual billing to The District for BellSouth regulated services during each year that is used to calculate the Annual Revenue Commitment. Baseline for the first year of the Agreement shall be the current monthly billing multiplied by a 12 month period. Baseline in subsequent years shall be the aggregate billing for the previous 12 month period prior to the application of any Discount which includes any growth in regulated billing by the Customer during the previous 12 month period.

D. "Discount Level" is the percentage reduction applied to the recurring tariffed rates for the BellSouth services that are discount eligible for participation in the V&T offering and for which billing has occurred or will occur during the current billing period.

E. "V&T Eligible Services" include all regulated local and intraLATA services purchased by The District whose billing is used to calculate Annual Revenue Commitment. Billing for non-recurring charges, directory assistance, local usage, taxes, and publicly imposed surcharges including but not limited to the surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitment.

F. "Discount Eligible Services" include all BellSouth local and intraLATA services purchased by The District that are

appropriate for a percentage reduction off the existing tarified rates as mutually agreed to by The District and BellSouth. The current Discount Eligible Services are listed in Appendix I.

G. "A Contract Year" is the twelve-month period during the term of this Agreement beginning 60 days following the effective date of the Agreement and will last for 12 months. This date shall also establish the anniversary date for this V&T agreement.

H. The Termination Date of this Agreement shall be the last day of the 5th year of this agreement at 11:59 p.m.

II. ANNUAL REVENUE COMMITMENT

A. The District agrees to an Annual Revenue Commitment in the first year of the V&T offering of \$2,428,854. The Annual Revenue Commitment represents 100% percent of The District's Baseline billing for 1996.

B. BellSouth and The District agree that all recurring charges for V&T eligible services billed by BellSouth to The District during each year of the V&T offering shall be applied toward The District's Annual Revenue Commitment. The District's progress toward meeting the Annual Revenue Commitment will be tracked by BellSouth and measured in billed dollars with a BellSouth bill date within the appropriate contract year.

C. The District also agrees to an Annual Revenue Commitment at the beginning the V&T offering. The Annual Revenue

Commitment for each year shall be expressed as a percentage of the Baseline billing for the previous year as defined in Section I.C.

III. DISCOUNT LEVELS

A. BellSouth shall apply a discount that is a percentage reduction off the recurring tariffed rates for the total billed revenue associated with the Discount Eligible Services. Discount Levels shall be based on the Annual Revenue Commitment.

B. Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, and charges billed for less than a full month's services will not be subject to a Discount.

C. Not all rates and charges billed to the District are eligible for the discount. A list of current eligible services is provided on Appendix 1. The discount treatment accorded to these eligible services results in an overall discount of approximately 1% based on the services to which the District currently subscribes.

IV. ANNUAL DISCOUNT

If The District meets or exceeds its annual Revenue Commitment during any contract year, a 1% discount will be applied in the first year and will be increased by 1% annually for every year the revenue commitment is met or exceeded (see Appendix II). This discount will be calculated annually on the agreement anniversary date and will be applied in the month following the annual billing review.

V. REGULATORY CONSIDERATIONS

A. The District recognizes and agrees that V&T is not intended to replace or supersede existing tariffs and that all services that are included in the V&T offering will be purchased in accordance with the approved BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in Florida. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)

The District acknowledges that in the event the V&T Agreement is denied by the Florida Public Service Commission or

by another regulatory body with jurisdiction over this matter, this Agreement shall be null and void and of no effect.

VI. COMMITMENT SHORTFALL

The District agrees that if it fails to meet its Annual Revenue Commitment during a given year, BellSouth shall bill and The District agrees to pay the difference between the actual billed revenue for the preceding 12 month period and its Annual Revenue Commitment. BellSouth will issue a bill for the commitment shortfall.

VII. AUTHORIZED USERS

The District recognizes and agrees that the services included in this Agreement are specifically restricted to the use of The District and its specified affiliates. In particular, the V&T Agreement is intended for the internal use of The District and its specified affiliates and the resale of services included in this Agreement is strictly prohibited.

VIII. TERMINATION LIABILITY

If The District desires to terminate the V&T Agreement prior to its expiration, The District must provide BellSouth written notice of such termination 90 days prior to the effective date of

termination. Termination liability will be in accordance with the following:

A. If written notice of termination is delivered to BellSouth to be effective at the end of a contract year, BellSouth will bill The District the remainder of the annual revenue commitment, if any, subject to the provisions of C below.

B. If written notice of termination is delivered to BellSouth to be effective prior to the end of the current V&T contract year, BellSouth will bill The District the appropriate termination charges in an amount equal to the difference between the current contract year-to-date billing for V&T eligible billing and the current year Revenue Commitment subject to the provisions of C below.

C. The parties hereby covenant, warrant and represent that this Agreement shall be subject to annual budgetary appropriations by the Lessee and should the Lessee fail to make such budgetary proposals, this Agreement may be terminated upon ten (10) days prior written notice. Should termination result from this paragraph there shall be no penalty or assessment as more particularly provided in this Agreement. However, The District and its employees or agents shall not fail or refuse to make such budgetary appropriations for the purpose of escaping its obligations or duties created under this agreement. Therefore, unless the failure to make such budgetary

appropriation is clearly related to a reasonable legitimate purpose, the aforementioned provision relieving The District of any obligations or duties hereunder shall be inapplicable.

IX. HIGHER ORDER OF SERVICE

From time to time, BellSouth may offer to The District new technological features and capabilities ("Higher Order of Service"). For purposes of this Agreement, Higher Order of Service shall be defined as BellSouth services which will provide additional value to The District with higher functionality and increased capacity. In the event that The District elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in The District's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BellSouth agrees to cooperate with The District to develop a mutually agreeable alternative that will satisfy the concerns of both parties. Such alternative may reduce The District's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.

X. TARIFF CHANGES

If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services purchased by The District and such price reductions cause The District to be unable to meet its Annual Revenue Commitment under this Agreement, then subject to applicable regulatory requirements, BellSouth agrees to cooperate with The District to develop a mutually agreeable alternative that will satisfy the concerns of both parties. Such alternative may reduce The District's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).

XI. ANNUAL TRUE-UP

At the end of each Contract Year, BellSouth will conduct a review of The District's revenue to determine if The District achieved its Annual Revenue Commitment ("Annual True-Up). During the Annual True-Up, BellSouth will calculate any Commitment Shortfall in accordance with Section VI and determine The District's Baseline billing for the following year in accordance with Section I.C. During the Annual True-Up, BellSouth and The District can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, The District

will determine its Annual Revenue Commitment for the new Contract Year.

The District and BellSouth agree that any credit resulting from the Annual True-up will be applied as a credit on the BellSouth bill for local and intraLATA services. Further, any debit resulting from the Annual True-up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to The District and The District agrees to assume responsibility for all outstanding amounts.

XII. MISCELLANEOUS

A. This offer shall be valid until December 31, 1996.

B. Additional V&T eligible accounts may be added only by mutual agreement of the parties.

C. This Agreement shall be construed in accordance with the laws of the State of Florida. In the event that any inconsistency between any tariff and the terms of this Agreement arises, the tariff shall prevail.

D. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party

hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
Vice President & General Manager
BellSouth Business Systems
701 Northpoint Parkway
Suite 400
West Palm Beach, FL. 33407

Customer
The School District of Palm Beach County
3300 Forest Hill Blvd.
West Palm Beach, FL. 33406-5870

E. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

F. Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other party or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred.

D

Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

G. Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Company. Such consent shall not be unreasonably withheld.

H. This Agreement may be extended for an additional two year period by mutual agreement of the parties.

APPENDIX I

DISCOUNT ELIGIBLE INTRALATA SERVICES

Touchstar
Custom Calling
Flat Rate Business
Msg/Measured Rate Business
Directory White Pages Services
Remote call Forwarding
Accupulse
Flexserv
Synchronet
Rotary Hunt
ESSX NARs
Lightgate NARs
MCS NARS/ML ISDN NARs
Frame Relay
DID/AIOD
Flat Rate PBX trunks/NARs

APPENDIX II

ANNUAL REVENUE

% of
Baseline

Revenue
Commitment

100%

\$2,428,854

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc ("BellSouth") and The School District of Palm Beach County. BellSouth and Customer hereby agree to the following terms and conditions:

- I. Customer hereby orders the services described in the Master Services Agreement- Attachment ("Attachment(s)") at the recurring and non-recurring rates, charges in the Attachment and in accordance with terms and conditions as described in applicable tariffs and Attachments. Customer agrees to pay for the services included in the Attachments to this agreement.
- II. This Agreement is subject to and controlled by the provisions of BellSouth's tariffs including but not limited to the General Subscriber Services Tariff and the Private Line Tariff and all such revisions to said tariffs as may be made from time to time. Except for rates and charges in the Attachments, the tariff shall supersede any conflicting revisions of this Agreement. BellSouth agrees that any appropriate tariff decreases for any rate element will be provided to the Customer.
- III. If Customer cancels a service ordered pursuant to an Attachment prior to the completed installation of the service but after the execution of the Attachment, Customer shall pay all reasonable costs incurred in the implementation of the service included in the Attachment. Such reasonable costs shall not exceed all costs which could apply if the work in the implementation of the Attachment had been completed.
- IV. If Customer cancels a service ordered pursuant to the Attachment at any time prior to the expiration of the service period set forth in the appropriate Attachment (s), Customer shall be responsible for all termination charges unless otherwise specified. Termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BellSouth and Customer as set forth in the Attachment (s).
- V. This Agreement when used in conjunction with a Special Assembly or Contract Services Arrangement may be subject to appropriate regulatory approval prior to commencement of installation. In the event such regulatory approval is denied, after a proper request by BellSouth, any Special Assembly and/or Contract Service Arrangement shall be null and void and be of no effect.
- VI. The service period shall be specified in the Attachment(s) to this Agreement.
- VII. For the determination of any service period, the service period shall commence the date that the installation of service is completed.
- VIII. At the expiration of service period for any service that is available pursuant to the tariff, the Customer may continue the service according to renewal options provided under the tariff. If the Customer does not elect an additional service period or does not request discontinuance of service, the service will be provided at the monthly

rate currently in effect for month-to-month rates. At the expiration of the service period for any Special Assembly or Contract Service Arrangement.

- IX. Customer may order additional existing services or new services by submitting an appropriate order attachment properly authorized and submitted in accordance with BellSouth's procedures. Electronic mail and telephone orders from persons designated by the District to place such orders will also be accepted. Order confirmation will be in accordance with standard BellSouth operating procedures. Rates for additional and/or new services will be in accordance with the applicable tariff rates in effect at the time the new order is accepted by BellSouth or as otherwise stated in the Attachment(s).
- X. This Agreement shall be governed by and construed in accordance with the laws of each state where the service is provided unless otherwise provided.
- XI. Except as otherwise provided in the Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered or deposited in United States mail, postage prepaid, addressed to the appropriate party at the address set forth below:
- The School District of Palm Beach County BellSouth Telecommunications Inc.
3300 Forest Hill Blvd. 701 Northpoint Pkwy. Suite 400
West Palm Beach, Fl. 33406-5870 West Palm Beach, Fl. 33407
- XII. Customer may not assign its rights or obligations under this Agreement without the express prior written consent of BellSouth and only pursuant to the conditions contained in the appropriate tariff.
- XIII. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- XIV. This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set for below.

THE SCHOOL DISTRICT OF PALM BEACH
COUNTY
BY: Paulette Burdick
NAME: PAULETTE BURDICK
TITLE: CHAIRMAN
DATE: 12/18/96

BELLSOUTH
TELECOMMUNICATIONS
BY: Margaret B. Walters
NAME: MARGARET B. WALTERS
TITLE: Sales Manager
DATE: 12/11/96

Reviewed and approved
Paul H. [Signature]

ADDENDUM

This Addendum is to extend this Agreement for an additional ²⁸ 17 Months from February 2002 through June 30, 2004 as mutually agreed upon by The School District of Palm Beach County and BellSouth Telecommunications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY

BELLSOUTH BUSINESS on behalf of:
BELLSOUTH TELECOMMUNICATIONS, INC.

BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

NAME: Arthur C. Johnson, Ph.D.

NAME: MARGARET V. WALTERS

TITLE: Superintendent

TITLE: Sales Operations Dir.

DATE: 11/6/01

DATE: 10/23/01

G. Tamm-Otto 11/24/01

"Reviewed & Approved As To
Legal Form and Sufficiency"

Exhibit

2

Fred Ferguson

From: Tucker, Jeremy [TuckJe@ncs.com]
Sent: Friday, March 16, 2001 7:48 AM
To: 'fferguson@palmbeach.k12.fl.us'

We are making this contact with you to obtain the necessary information to successfully data enter your Form 471 Services Ordered and Certification Form. Here is the information we need from you so that we may complete data entry of your application for E-Rate Discounts:

Fred,

I've come across a rather interesting problem concerning your application (1-417-01). It seems that your contract expires on 2/17/2002 (Block 5 Item 20). This is causing the computer to calculate only 8 months of service significantly reducing your funding request amount. You do have a few options to consider though...

1. Accept only 8 months of funding and and recalculate Item 23 of Block 5.
2. If you have options to renew on your existing contract you may exercise those options now and in then fax a signed copy of your contract to me.
3. If you do not have options on your existing contract and you need to sign a new one then you will have to go through the 28 day bidding process again.

If you have any questions feel free to email me at tuckje@ncs.com or call 888 203 8100.

We need to receive this information from you within 7 calendar days of this communication with you. If we do not receive the requested information from you within this time frame, your Form 471 application will be rejected and returned to you.

Thank you,
Jeremy Tucker
Client Service Bureau/Problem Resolution
Schools and Libraries Division

Exhibit

3

MAY - 6 2003



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal - Funding Year 2002-2003

April 15, 2003

Arthur C. Johnson
School District of Palm Beach County
3348 Forest Hill Boulevard, B-301
West Palm Beach, FL 33406-5869

RECEIVED
MAY 08 2003
NETWORK SERVICES

RECEIVED
APR 25 2003

CURRICULUM AND LEARNING SUPPORT

Re: Billed Entity Number: 127754
471 Application Number: 328065
Funding Request Number(s): 882430
Your Correspondence Dated: October 17, 2002

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 Five 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 60-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: 882430
Decision on Appeal: **Denied in full**
Explanation:

- Your letter of appeal indicates that the reason funding request 882430 was denied was that Form 470 was not filed and "The FRN references services that require a posting of a 470 for each Funding Year." You indicate that you dispute the necessity of filing a new Form 470 and cite specific instructions on our website for Form 470. Additionally you indicate that you and the service provider have a multi-year contract and that the existing Form 470 on file meets all published requirements and SLD recommendation for E Rate filing. You have supplied both correspondence from the service provider and a copy of contract and contract extension with your appeal. You request reconsideration of the decision to reject your application.
- You have listed on Form 471 the Form 470 # 632330000153535 as the establishing Form 470 for appealed FRN 882430, Fund Year 5 application 328065. The contract that is the basis for the request is a contract signed by

School District of Palm Beach County 12-11-96. The contract expiration date was January 2002. Additionally, this contract contained a clause that the contract could be extended for 2 years but was not specified in the Form 470 posted for bidding. This clause was exercised by an addendum signed by the District superintendent on 11-06-01 and extended the contract from February 2002 to June 2004. The contract end date for referenced Form 470 # 632330000153535 is 2-17-02. The Form 470 referenced in Fund Year 5 application is the Fund Year 2 Form 470. Because of the different contract end dates listed on Form 470 and Form 471 Mr. Walsh was contacted via e-mail on 6-12-02 and requested to supply an establishing Form 470 for the service requested in the Fund Year 5 application. Mr. Walsh stated in his e-mail reply that they were contacted on March 16, 2001 and given a chance to correct the Fund Year 4 application concerning the same contract's ending date.

- You have also stated in your appeal letter that according to the "FCC Form 470 instructions – April 2002, page 5," service covered by a "qualified existing contract for all or part of the year do not require filing a Form 470." These instructions that you cite indicate that a Form 470 posted in a prior year for either the full current year or a part of the current year, are acceptable up and till the contract end date of that posted Form 470. These instructions do not indicate that if an applicant has decided to extend a current contract that no Form 470 is required. Program rules require a new Form 470 to be posted for any contract extension beyond the original contract end date, unless specified in the original Form 470 bidding process.
- It is the responsibility of all applicants to review our website and to follow all program requirements. The only guidance applicants are to rely on are included in that website. You have not posted the required Form 470 for new services i.e. in this case a contract extension of services and have offered no other establishing Form 470. Your appeal is denied.
- Your Form 470 was not posted on the USAC website because you indicated in your Form 470 that it was not necessary for SLD to do so. 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 ¶ 1 (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 ¶ 3, and 14920 ¶ 2
(extending Year 1998 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 (FCC) via United States Postal Service: FCC, Office of the Secretary, 445-12th Street SW, Washington, DC 20554. If you are submitting your appeal to the FCC by other than United States Postal Service, check the SLD web site for more information. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. **The FCC must RECEIVE your appeal WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER for your appeal to be filed in a timely fashion.** Further information and new options for 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.

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

Schools and Libraries Division
Universal Service Administrative Company

¹ See, e.g., 48 C.F.R. § 9.505(a), (b).

² See *id.*

³ *Request for Review of the Decision of the Universal Service Administrator by South Barber Unified School District 255, Changes to the Board of Directors of the National Exchange Carriers Association, Inc.*, File No. SLD-158897, CC Dockets No. 96-45- and 97-21, Order, DA 01-2233 (Com. Car. Bur. Rel. Oct. 23, 2001).

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
Request for Review of the Decision of the Universal Service Administrator and Alternatively, a Request for Waiver by)	
)	
School Board of Palm Beach County and School District of Palm Beach County, West Palm Beach, Florida)	
)	
Federal-State Joint Board on Universal Service)	CC Docket No. 96-45
)	
Changes to the Board of Directors of the National Exchange Carrier Association, Inc.)	CC Docket No. 97-21
)	
To be acted upon by: The Wireline Competition Bureau)	

AFFIDAVIT

I, JulieAnn Rico Allison, Chief Legal Counsel for the School District of Palm Beach County, have read the foregoing "Request for Review," filed in the above-captioned docket, and hereby affirm that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.



JulieAnn Rico Allison, Esq.
Chief Legal Counsel
School District of Palm Beach County

June 16, 2003

CERTIFICATE OF SERVICE

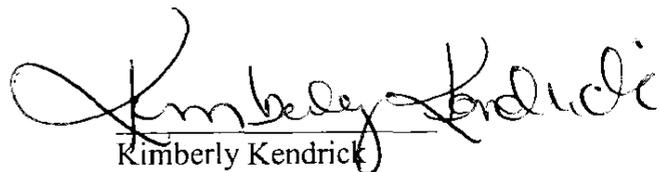
I, Kimberly Kendrick, hereby certify that true and correct copies of the foregoing Request for Review with exhibits were sent via courier and first class mail to the following individuals on this 16th day of June, 2003,

Jeffrey Carlisle, Esquire
Sr. Deputy Chief, Office of the Bureau Chief
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW, Room 5C-356
Washington, DC 20554

Eric Einhorn, Esquire
Division Chief, Telecommunications Access
Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW, Room 5A-426
Washington, DC 20554

and via facsimile and first class mail to the following on this 16th day of June, 2003.

Schools and Libraries Division
Box 125 - Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981
973-599-6542 facsimile


Kimberly Kendrick