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DAVID A. O'CONNOR  
202-828-1889

Internet Address:  
doconnor@hklaw.com

April 2, 2004

VIA HAND DELIVERY

Marlene H. Dortch, Esq., Secretary  
Federal Communications Commission  
236 Massachusetts Ave., NE, Suite 110  
Washington, DC 20002

Re: Atlanta Public Schools  
**Supplement to Request for Review**  
File No. SLD-252678  
CC Docket No. 96-45, CC Docket No. 97-21

Dear Ms. Dortch:

Transmitted herewith, on behalf of Atlanta Public Schools, are an original and four (4) copies of a Supplement to its pending Request for Review in the above-captioned proceeding.

An extra copy of this filing is enclosed. Please date-stamp the extra copy and return it to the courier. Should you have any questions concerning this matter, please contact the undersigned.

Respectfully submitted,

HOLLAND & KNIGHT LLP

David A. O'Connor  
Counsel for Atlanta Public Schools

Enclosure

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BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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APR - 2 2004

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of	)	
Request for Review by	)	
	)	
Atlanta Public Schools	)	File No. SLD-252678
	)	
of Decision of Universal Service	)	
Administrator	)	
	)	
Federal-State Joint Board on	)	CC Docket No. 96-45
Universal Service	)	
	)	
Changes to the Board of Directors	)	CC Docket No. 97-21
of the National Exchange Carriers	)	
Association, Inc.	)	

To: Telecommunications Access Policy Division  
Wireline Competition Bureau

Re: Atlanta Public Schools, Billed Entity Number 127319  
Form 471 Application Number 252678  
Funding Request Number 634307  
Funding Year 2001

**SUPPLEMENT TO REQUEST FOR REVIEW**

Atlanta Public Schools ("APS") has an appeal pending before the Commission contesting a decision by the Administrator of the Schools and Libraries Division ("SLD") with respect to the E-rate funding commitment received by APS for Year 2001.<sup>1</sup> This Supplement is being filed in light of new information obtained through a recent Freedom of Information Act ("FOIA") request.

It is undisputed that APS properly applied for E-rate funding in 2001, and that SLD granted the funding request at issue. It is also undisputed that

<sup>1</sup> See Request for Review (filed June 2, 2003).

BellSouth, APS's service provider in this matter, installed eligible equipment for APS during the funding year as required and that APS has paid for all but the E-rate portion of the installation. The only issue in this case is that BellSouth has not been reimbursed by SLD, and that is the source of this appeal. SLD has refused to reimburse BellSouth for the apparent reason that SLD modified the APS funding commitment by changing "non-recurring services" to "recurring services."

Thus, the only substantive question in this proceeding is whether SLD's decision to modify the APS funding commitment by changing "non-recurring services" to "recurring services" was correct and justified nonpayment to BellSouth. After reviewing the information obtained through the FOIA request, APS believes that there is no such justification in the record and neither APS nor BellSouth should be penalized for SLD's erroneous decision. SLD's decision to deny BellSouth's reimbursement request should be reversed because BellSouth already has installed the equipment, the equipment is being used by APS in a manner consistent with E-rate rules, and APS and BellSouth have otherwise complied with E-rate rules. As a result, children throughout the APS system now receive the benefits intended by Congress through its establishment (and the Commission through its implementation) of the Schools and Libraries program.

## **I. Background**

SLD issued a Year 2001 Funding Commitment Decision Letter to APS on August 7, 2001, approving a discount percentage of 84%. The commitment letter specifically approved Funding Request Number ("FRN") 634307, with the following

notation: "FRN [634307] approved; modified by SLD . . . The estimated monthly charge was changed to reflect the documentation provided by the applicant." The commitment letter does not specify the documentation provided by the applicant which led to the modification, nor does it indicate that any non-recurring services were changed in any way. Our review of the materials provided in response to the FOIA request discloses no "documentation" that could lead to the non-payment in question.

During the Year 2001 funding year, the service provider associated with FRN 634307, BellSouth, provided services to APS, including non-recurring equipment installation. APS paid BellSouth for the 16% of the total cost of service which was not covered by the E-rate program. In January 2003, upon the completion of construction, BellSouth requested reimbursement for the non-recurring services provided to APS during the 2001 funding year, and was informed by SLD in an e-mail dated January 21, 2003 that the funding request was denied, "due to the service not being requested on the 471 application. This FRN on application 252678 has no non-recurring [sic], (one-time charges) to it. The FRN is for monthly telecom service, with no internal connections." A copy of SLD's e-mail is attached hereto as Exhibit 1.<sup>2</sup>

BellSouth informed APS of SLD's decision to deny the funding request, and APS filed an appeal of the SLD decision sixty days after the SLD e-mail message, on March 21, 2003. By letter dated April 3, 2003, SLD denied the appeal, stating that

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<sup>2</sup> E-mail from Keith English, Program Integrity Assurance, SLD to Fay Reed, BellSouth (Jan. 21, 2003).

the appeal “was received more than 60 days after the date of your Form 471 Certification-Rejection Letter was issued.” APS then filed an appeal with the Commission on June 2, 2003, sixty days after the SLD letter, which remains pending.

In September 2003, APS filed a FOIA request with the Commission which, among other things, requested copies of correspondence between APS and SLD concerning Application 252678. The Commission responded to the FOIA request on October 27, 2003 and December 5, 2003, and it is that response which forms the basis of this supplemental filing.

## **II. SLD Had No Justification for Modifying FRN 634307**

Based on the documents recently provided to APS as a result of its FOIA request, there appears to be no support in the record for SLD’s decision to modify FRN 634307 by changing all non-recurring services to recurring. Indeed, there is documentation in the record that demonstrates unequivocally that the funding request was for non-recurring services as well as recurring services. For example, the Form 471 application submitted by APS indicates that the applicant was requesting “[a]nnual non-recurring (one-time) charges” in the amount of “15,100,011.00.”<sup>3</sup> This clearly constitutes a funding request for non-recurring services. In addition, the Gigabit Ethernet network contract referred to in the

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<sup>3</sup> See APS Form 471 Application, Block 5, Item 23f. A copy of this portion of the application is attached hereto as Exhibit 2.

funding request contains a \$100,000 per site non-recurring charge.<sup>4</sup> The Gigabit Ethernet network proposal also shows a \$106,050 per site non-recurring charge.<sup>5</sup> Finally, the Item 21 attachment submitted with the APS FCC Form 471 specifies \$4,929,600 for a “Gigabit Ethernet Network.”<sup>6</sup> No material made available as a result of the FOIA request shows that APS requested a modification with respect to these non-recurring charges. Therefore, SLD’s decision to unilaterally change the request to recurring service is unsustainable.

In another document obtained through the FOIA request, it appears that SLD was confused about the nature of the funding request. Specifically, in an e-mail dated April 17, 2001 from Bob Hellwig of SLD to Harrolyn Johnson of APS, a copy of which is attached hereto as Exhibit 6, SLD posed the following question regarding FRN 634307: “Why is this requested as 1-time expense when most of the items occur monthly?” There does not appear to be a record of APS’s response in the FOIA materials. The only item that may be relevant is a fax letter from Harrolyn Johnson to SLD dated July 18, 2001, a copy of which is attached hereto as Exhibit 7, in which Ms. Johnson requested that SLD “change our data voice line from annual to month-to-month.” However, this request can hardly be viewed as a request to change the entire \$15 million funding request from non-recurring to recurring, or indeed to make *any* change in non-recurring services such as the

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<sup>4</sup> See Exhibit 3 attached hereto. All of the documents referenced in this Supplement were provided to APS as a result of the FOIA request and are thus a part of the record in this proceeding.

<sup>5</sup> See Exhibit 4 attached hereto.

<sup>6</sup> See Exhibit 5 attached hereto.

Gigabit Ethernet network installation. If anything, the requests demonstrates that the APS funding request featured a combination of recurring and non-recurring services. It is also unclear from the record what portion of the funding request was covered by the "voice data line" referred to by Ms. Johnson, and there is no evidence that SLD asked for clarification of the request or even acknowledged Ms. Johnson's request. What is clear is that there was no "documentation" (as asserted in the SLD commitment letter) that eliminated non-recurring charges for the Ethernet installation.

In short, there is no support in the record for SLD's decision to fundamentally alter the APS funding request by changing all services from non-recurring to recurring. To the contrary, there is documentation in the record indicating that SLD knew (or should have known) that it was making a mistake in so altering the funding request because the request clearly shows that part of the services to be provided were non-recurring in nature. Because SLD's decision to modify the request is contradicted by the record, it constitutes an arbitrary and capricious decision in violation of the Administrative Procedure Act, 5 U.S.C. § 706(a)(2), and should be reversed. Therefore, APS urges the Commission to reinstate the non-recurring funding request so that BellSouth may receive reimbursement for the non-recurring services provided to APS during Funding Year 2001.

### **III. The SLD Appeal Was Timely Filed**

Finally, as a procedural matter, the SLD erred in finding that the APS appeal was not timely filed. SLD's stated reason for denying the APS was that the appeal

“was received more than 60 days after the date your Form 471 Certification-Rejection Letter was issued.” SLD appears to imply that an appeal may be filed only within the sixty day period immediately following SLD’s issuance of a Funding Commitment Decision Letter.

SLD’s interpretation of the Commission’s procedural rules is irrationally narrow. The Commission’s rules permit an appeal to be filed within sixty days of *any* adverse decision by the FCC, not just the sixty days following the issuance of a Funding Commitment Decision Letter.<sup>7</sup> In this case, SLD first announced its decision to fund no non-recurring charges on January 21, 2003, when it informed APS’s provider, BellSouth, of its decision to deny funding to BellSouth. APS filed its appeal with the Administrator on March 21, which was sixty days after the date of SLD’s e-mail, and within sixty days of learning that funding would be denied to BellSouth. Prior to this information, APS could not have known that no non-recurring charges would be paid. The funding commitment letter issued on August 7, 2001 did not distinguish between these types of charges, and therefore, the APS appeal was timely filed because it was filed within sixty days of APS’ first opportunity to learn of an adverse decision.

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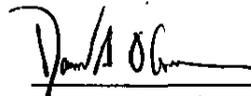
<sup>7</sup> See 47 C.F.R. § 54.719(a) (“Any person aggrieved by an action taken by a division of the Administrator . . . may seek review . . . .”); *id.* § 54.720(b) (“An affected party requesting review of a division decision by a Committee of the Board . . . shall file such request within sixty (60) days of issuance of the decision by the division.”). APS is an aggrieved party in this case because BellSouth may request reimbursement for the unfunded E-rate portion of the services provided to APS.

#### **IV. Conclusion**

SLD approved the APS Year 2001 funding request to the extent of \$12,588,675.12, which was intended to pay BellSouth for services to APS. BellSouth provided the requested services to APS during the funding year as required. APS and BellSouth have complied with the rules, yet BellSouth is being denied payment by SLD because of SLD's arbitrary and capricious decision to modify the APS funding request. As intended by Congress and the Commission, children in the APS system are receiving benefits from equipment installed by BellSouth in reliance on SLD's approval. To resolve this situation, the Commission should remand this proceeding to SLD with a directive to reimburse BellSouth for the non-recurring services BellSouth provided to APS during Funding Year 2001.

Respectfully submitted,

ATLANTA PUBLIC SCHOOLS



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Alan Y. Naftalin  
David A. O'Connor  
HOLLAND & KNIGHT LLP  
2099 Pennsylvania Ave., N.W., Suite 100  
Washington, DC 20006  
(202) 955-3000

Its Attorneys

Dated: April 2, 2004

## CERTIFICATE OF SERVICE

I, Laura Ledet, an employee of Holland & Knight LLP, hereby certify that on April 2, 2004, I caused a copy of the foregoing "Supplement to Request for Review" to be delivered via first-class mail, postage prepaid to the following:

Universal Service Administrative Company  
Schools and Libraries Division  
Box 125 – Correspondence Unit  
80 South Jefferson Road  
Whippany, NJ 07981

A handwritten signature in cursive script that reads "Laura Ledet". The signature is written in black ink and is positioned above a horizontal line.

Laura Ledet

1

Larsen, Carol

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From: Reed, Fay M  
Sent: Wednesday, November 19, 2003 11:11 AM  
To: Culpepper, Robert  
Subject: FW: FRN 634307 Inv 12312002MA

This is notification from SLD that FRN 634307 was being denied payment based on information provided Form 471.

Fay

-----Original Message-----  
From: Keith English [mailto:KENGLIS@sl.universalservice.org]  
Sent: Tuesday, January 21, 2003 5:02 PM  
To: fay.reed@BELLSOUTH.COM  
Subject: FRN 634307 Inv. 12312002MA

Ms. Reed,

After review of this frn with the documentation and review with my manager Karen. This FRN failed, due to the service not being requested on the 471 application. This FRN on application 252678 has no non-recurring, (one time charges) to it. The FRN is for monthly telecom service, with no internal connections. This FRN you have already rec'd \$2,531,400.03 paid to it this year. This FRN looks like it is for all monthly telecom. service. I have a feeling this invoice for ethernet gigabit installation was originally approved on a funding year 3 application 202709 FRN 481791. 3.7 million was paid out of 8.8 approved. Any questions or documentation you need please let me know and I will send right down. Thank you again for all your time.

Keith English PIA  
Phone: 973-884-8358  
Fax: 973-884-8013  
E-Mail: Kenglis@sl.universalservice.org



1.0

①

1. School Name: WILLIAMS ELEMENTARY SCHOOL  
 2. Entity Number: 33067 3. Rural/Urban: Urban  
 4. Student Count: 658 5. NSLP Students: 656 6. NSLP Students/Students: 99.696%  
 7. Discount: 90% 8. Weighted Product: 592.2
- 
1. School Name: YOUNG MIDDLE SCHOOL  
 2. Entity Number: 32980 3. Rural/Urban: Urban  
 4. Student Count: 1113 5. NSLP Students: 810 6. NSLP Students/Students: 72.776%  
 7. Discount: 80% 8. Weighted Product: 890.4

Block 5: Discount Funding Request(s)

*Shared Discount 84%*

FRN: 634307 <i>Telecom</i>	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 773040000298850
13. SPIN: 143004824	14. Service Provider Name: BellSouth Telecommunications, Inc.
15. Contract Number: 115659	16. Billing Account Number:
17. Allowable Contract Date: 11/10/2000	18. Contract Award Date: 12/15/2000
19a. Service Start Date: 07/01/2001	19b. Service End Date:
20. Contract Expiration Date: 06/30/2002	
21. Attachment #: 861-2	22. Block 4 Worksheet No.: 278622
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$15,100,011.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$15,100,011.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$15,100,011.00	
23j. % discount (from Block 4): 84	
23k. Funding Commitment Request ( 23i x 23j): \$12,684,009.24	

FRN: 634457	
11. Category of Service: Internet Access	12. 470 Application Number: 773040000298850
13. SPIN: 143004824	14. Service Provider Name: BellSouth Telecommunications, Inc.
15. Contract Number: 115659	16. Billing Account Number:
17. Allowable Contract Date: 11/10/2000	18. Contract Award Date: 12/15/2000
19a. Service Start Date: 07/01/2001	19b. Service End Date:
20. Contract Expiration Date: 06/30/2002	
21. Attachment #: 861-2	22. Block 4 Worksheet No.: 278622
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00

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**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number GA00-2334-05

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Atlanta Public Schools ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 9

Customer Initials

Date

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number GA00-2334-05

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. 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, hand delivered, 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.

**Company**

-----  
BellSouth Telecommunications, Inc.  
Assistant Vice President  
1800 Century Blvd., Suite 1500  
Atlanta, GA 30345

**Subscriber**

-----  
Atlanta Public Schools  
210 Pryor Street  
Atlanta, GA 30335

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 3

Customer Initials

AS

Date

20 Dec 00

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number GA00-2334-05

11. 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.

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PRIVATE/PROPRIETARY

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Page 3 of 9

Customer Initials

AS

Date

2011.02.02

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number GA00-2334-05

Option 1 of 1

This rate is valid through: 4/18/01.

Estimated service interval following acceptance date: 0 weeks.

**Service description:**

This Special Service Arrangement provides switched Gigabit Ethernet at 1Gigabit Native Mode LAN Interconnection (NMLI) to the following locations in Atlanta, Georgia:

- 1) 765 Peoples Street SW
- 2) 1925 Niskey Lake Road SW
- 3) 1550 Boulevard Road Drive NE
- 4) 774 Virginia Avenue NE
- 5) 225 Griffin Street NW
- 6) 582 Connally Street SE
- 7) 3200 Latona Drive SW
- 8) 1820 Mary Dell Drive
- 9) 1090 Windsor Street SW
- 10) 1670 Capitol Avenue SE
- 11) 4360 Powers Ferry Road NW
- 12) 1461 Sylvan Road SW
- 13) 98 Anderson Avenue NW
- 14) 631 Harwell Road NW
- 15) 320 Irwin Street NE
- 16) 1890 Bankhead Avenue NW
- 17) 8115 BE Mays Drive SW
- 18) 1275 Capitol Avenue SW
- 19) 256 Clifton Street SE
- 20) 225 Hightower Road NW
- 21) 929 Charles Allen Drive NE
- 22) 3399 Collier Drive NW
- 23) 3450 Benjamin E. Mays Drive SW
- 24) 2875 Northside Drive NW
- 25) 800 Hutchens Road SE
- 26) 801 Glenwood Avenue SE
- 27) 3099 Panthers Trail SW
- 28) 45 Whitehouse Drive SW
- 29) 2352 Bagwell Drive SW
- 30) 210 Prior Street

This Agreement is for twelve (12) months with up to two (2) one year renewable options. At the end of the maximum period of thirty-six months, a new Agreement must be negotiated.

**PRIVATE/PROPRIETARY**

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Page 4 of 9

Customer Initials

AMS

Date

206-00

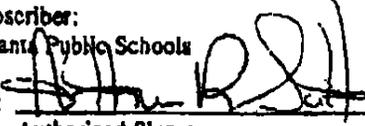
**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number GA00-2334-05  
Option 1 of 1

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

Accepted by:

Subscriber:  
Atlanta Public Schools

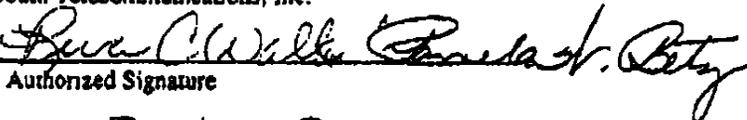
By:   
Authorized Signature

Printed Name: Arthur R Scott

Title: Director

Date: 20 Dec 00

Company:  
BellSouth Telecommunications, Inc.

By:   
Authorized Signature

Printed Name: Pamela W Betz

Title: Assistant Vice President

Date: 1/12/01

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Page 5 of 9

Customer Initials   
Date 20 Dec 00

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number GA00-2334-05

Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

When a tariff for this service is approved for the locations listed in the Service Description, the Subscriber must convert to tariff rates, or negotiate new rates under a Contract Service Arrangement.

The rates and charges provided via this Special Service Arrangement are valid only if all locations listed are installed for the duration of the Agreement. If fewer or additional locations are desired, this Agreement is not valid.

The Subscriber must provide the following:

- 110 VAC outlet at each location,
- multimode fiber cables for connection to the network interface,
- support structure for placement of the fiber,
- space for placement of the equipment.

**Non-appropriations Clause:** BellSouth acknowledges that the Customer has applied for or intends to apply for funding from the Federal Universal Service Fund (USF) program to help pay for the Services being ordered by the Customer under this Agreement. Provided that the Customer has diligently and in good faith applied for, submitted all required forms and information in connection with and performed all other duties and obligations required of the Customer in connection with obtaining initial and continuing funding from the USF with respect to the services. BellSouth agrees that the Customer may, at the Customer's option, terminate the services and this Agreement at any time upon at least thirty (30) days written notice to BellSouth, without payment of any early termination charges that would otherwise be due, if (and only if):

- a) Approval for such funding to the Customer under the USF program is not initially awarded or is not renewed annually; or
  - b) The USF becomes depleted or the USF program is changed during the term of this Agreement such that funding is no longer available to the Customer for these services.
- This non-appropriations clause does not apply to the nonrecurring charges, only to the monthly rates.

**END OF ARRANGEMENT AGREEMENT OPTION 1**

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 9

Customer Initials

AS

Date

2000

**SPECIAL SERVICE ARRANGEMENT**

**AGREEMENT**

Case Number GA00-2334-05

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Gigabit Ethernet at 1 Gigabit Native Mode LAN Interconnection (NMLI), per port	\$100,000.00	\$360.00	
2. Address Reconfiguration: - Subsequent to port establishment; - Per software modification, per port	\$75.00	\$ .00	ARRAC
3. Data Channel - First 1/2 Mile	\$ .00	\$ .00	NOMAX
4. Data Channel - Each additional 1/2 Mile	\$ .00	\$ .00	NOMBX
5. Gigabit Ethernet 802.1P provisioning, per circuit	\$ .00	\$ .00	

**NOTES:**

The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:

1. Continue paying the monthly rates for the remainder of the Agreement term, or
2. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

This Special Service Arrangement provides a 1 Gigabit Ethernet LAN extension. The Network Interface (NI) is 1000Base-SX, Multimode, Full Duplex with ST connectors. Any conversion will be the responsibility of the Subscriber, i.e. conversion from 1000base-SX (Multimode Fiber) to any of the Gigabit standard interface (e.g., Twisted Pair, singlemode fiber, etc.), or from full duplex to half duplex, or both of these. The Subscriber will need to provide a transceiver or converter to handle this function.

End-to-End performance of the Gigabit Ethernet service is not guaranteed. Effective throughput, latency, and associated parameters are affected by elements outside of the control of BellSouth, such as customer applications, customer hardware, and LAN implementation.

The OmniSwitch has a three year maintenance contract for immediate replacement. A 24 hour turnaround for maintenance is required in the event of a failure, with every effort being made to restore service as quickly as possible.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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Customer Initials

AS

Date

2/21/00



5.91

Harollyn Johnson *FORWARDED TO HELLWEL ABOUT 4/24/01*

From: Harper, Judy [Judy.Harper@bellsouth.com]  
Sent: Tuesday, April 24, 2001 1:51 PM  
To: 'hejohnson@atlanta.k12.ga.us'  
Subject: E Rate Information



APS GIGE  
PROPOSAL.doc



APS SLD dollars pbx  
and network...

<<...OLE\_Obj...>>

Touchstar  
Touchstar Service is a group of central office features that allow customers to customize call management. The Touchstar Service features include:

- Call Return
- Call Return Enhanced
- Repeat Dialing
- Call Tracing
- Call Block
- Call Selector
- Preferred Call Forwarding
- Caller ID

Custom Calling Services (CCS) are a group of Central Office features that provides benefits (speed, convenience, etc.) without adding telephone equipment.  
types of Custom Calling services include:

- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Forwarding Multipath
- Call Forwarding Variable
- Call Forwarding Variable per PBX Trunk
- Call Waiting
- Remote Access to Call Forwarding
- Speed Calling
- Three Way Calling
- Custom Toll Restriction

Atlanta Public Scholls, utilize the following features:

- Call Return @ \$0
- Call Block @ \$4.50ea
- Caller ID@ \$11ea
- Repeat Dial Blocking
- Custom Toll Restriction@ \$5
- Call Waiting@ \$4.25ea

Equipment Support is support for 121 Routers for Frame Relay Network (will fax inserts from contract of November, 1998)

Gigabit Ethernet - see attached <<APS GIGE PROPOSAL.doc>>

Detailed information on services, see attached <<APS SLD dollars pbx and network.xls>>

# BELLSOUTH

Listing Number	Listed Name	RRAG House Number	RRAG Street Name	USOC	USOC Quantity	PLAN USOC Revenue	Product Code
0287							
40424000440	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDPS	7	0	7
404271400001	ATLANTA BOARD OF EDUCATION		400 CLIFTON	ANT	3	25	7
404244000020	ATLANTA BOARD OF EDUCATION		100 MARY DELL	FLT	4	0	7
404244000020	ATLANTA BOARD OF EDUCATION		100 MARY DELL	EDBAR	17	0	7
404244000020	ATLANTA BOARD OF EDUCATION		3741 HOWELL HILL	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1205 MT PARRAN	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	ANT	20	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 CHARLES ALLEN	AVS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDC	54	1204	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDBAR	00	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	STB	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	RA7	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	STB	20	2	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDBAR	2	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	12	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	20	12	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	4	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	10	111	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	RA4	20	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	RA4	100	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2044 CAMPBELLTON	EDPS	1	1	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	TTN	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	AVS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	LAQ	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDBAR	13	17	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	RA8	102	0	7
404244000020	ATLANTA BOARD OF EDUCATION		51 CLEVELAND	RA8	70	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDBAR	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDPS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARY DELL	EDBAR	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDBAR	04	0	7
404244000020	ATLANTA BOARD OF EDUCATION		51 CLEVELAND	ANT	2	20	7
404244000020	ATLANTA BOARD OF EDUCATION		2044 CAMPBELLTON	EDBAR	15	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2044 CAMPBELLTON	EDC	17	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 CHARLES ALLEN	EDBAR	100	1,270	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	EDBAR	11	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDPS	107	210	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDBAR	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	RA8	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDPS	20	700	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	STB	12	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	EDPS	100	11	7
404244000020	ATLANTA BOARD OF EDUCATION		800 CHARLES ALLEN	RA81L	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	EDBAR	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDBAR	100	210	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		3741 HOWELL HILL	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		100 WILSON HILL	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	EDBAR	1	1	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	RA8	100	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 HUTCHENS	EDC	12	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	ANT	11	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDPS	171	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2044 CAMPBELLTON	EDPS	04	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	EDPS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	EDPS	34	100	7
404244000020	ATLANTA BOARD OF EDUCATION		2044 CAMPBELLTON	EDPS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	EDC	4	107	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDBAR	04	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2000 PERRY	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	TON	144	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDC	4	107	7
404244000020	ATLANTA BOARD OF EDUCATION		100 WILSON HILL	RA8	100	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDBAR	12	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDBAR	11	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	HTG	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	AVS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	STB	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		51 CLEVELAND	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	RA4	1	20	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	FLT	00	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 POWERS FERRY	EDPS	1	31	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	FLT	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	EDPS	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	STB	07	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 CARMONA	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 CHARLES ALLEN	LMS	00	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	FLT	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDBAR	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		400 POWERS FERRY	EDPS	10	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	EDBAR	2	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	HTG	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		2741 HOWELL HILL	RA4	0	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	AVS	2	0	7
404244000020	ATLANTA BOARD OF EDUCATION		200 WILSON HILL	EDPS	00	100	7
404244000020	ATLANTA BOARD OF EDUCATION		400 CLIFTON	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		800 HUTCHENS	EDPS	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDPS	1	21	7
404244000020	ATLANTA BOARD OF EDUCATION		1000 MARTIN LUTHER KING JR	EDC	10	302	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDC	1	1	7
404244000020	ATLANTA BOARD OF EDUCATION		400 POWERS FERRY	EDC	0	314	7
404244000020	ATLANTA BOARD OF EDUCATION		2044 CAMPBELLTON	EDBAR	1	0	7
404244000020	ATLANTA BOARD OF EDUCATION		210 PLYOR	EDBAR	1	0	7