NATHANIEL HAWTHORNE
Attorney at Law/Consultant
Admitted in Ohio, Illinois and the District of Columbia

DOCKET FILE COPY ORIGINAL

www.telecomlawyer.com
email: nhawthorne@earthlink.net

27600 Chagrin Boulevard
Suite 260
Cleveland, OH 44122
(216) 514-3336
fax (216) 514-3337

RECEIVED & INSPECTED
JUN 21 2004
FCC - MAILROOM

Express Mail ER 789764332 US

Appeal, and request for Expedited Relief, to the Federal Communications Commission on behalf of Por Vida, Inc.

June 17, 2004

96-45

Secretary
Office of the Secretary
Federal Communications Commission
445 – 12th Street, S.W., Room TW-204B
Washington, D. C. 20554

This is an appeal from a decision by the Schools and Libraries Division of the USAC.

Enclosed are the original and four copies of the Appeal. An extra copy is also enclosed. Please time stamp the extra copy and return it to me in the enclosed self addressed stamped envelope.

Nathaniel Hawthorne
Attorney for Danville City School District

Enclosures

No. of Copies rec'd 0+4
List A B C D E

Express Mail ER 789764332 US

RECEIVED & INSPECTED
JUN 21 2004
FCC - MAILROOM

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of the	)	**File No. SLD -**
	)	
Appeal of the Decision of the	)	
	)	
Universal Service Administrator by	)	
the	)	
	)	
Danville City School District	)	
	)	
	)	
	)	**CC Docket No. 96 - 45**
Federal-State Joint Board on	)	
Universal Service	)	
Changes to the Board of Directors of	)	
The National Exchange Carrier	)	
Association, Inc.	)	**CC Docket No. 97 - 21**

Appeal
and
Request for Expedited Relief
on behalf of
Danville City School District

June 17, 2004

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W. Suite TW-A325
Washington, D.C. 20554

This is an appeal from a decision by the Schools and Libraries Division of the USAC. Enclosed are the original and four copies of the Appeal. An extra copy is also enclosed. Please time stamp the extra copy and return it to me in the enclosed self addressed-stamped envelope.

(1) **Funding Commitment Decision Letter Appealed**

Form 471 Application Number:	377368
Funding Year 2003:	07/01/2003-06/30/2004
Billed Entity Number:	1266391
Date of Funding Denial Notice:	April 20, 2004
Date of Appeal:	June 17, 2004

(2) **SLD Contact Information**

Maurice A. Ferrell
29 Baltimore Ave
Danville VA 24541
Tel. (210) 533.5612

(3) **Funding Request Numbers Appealed**

FRNs –1044175, 1044452,1045301,1045510, 1045645

(4) **SLD's Reason for Funding Denial and Danville's Response:**

Prior to setting forth support for each FRN as a bases of the Appeal, it appears that there was considerable animosity between the SLD's Sherry A. Tabor and Danville. Exhibit A. This should not have been a reason for the denial of the FCC Form 471, but it appears that animosity played a significant role in the denial. *Id.*

a) FRN 1044175 (Verizon-Telecom)/ The SLD stated that funding is denied because "A contract for new service was signed prior to the required 28 day

waiting period computed from the date of posting of the Form 470 to the SLD web site."

Danville Response: This is a tariff service (GS Tariff VA203 Sec15B) and the "contract" is only a device to lock in a tariff price advantages for five years. This is local telecommunications service, with a common carrier as the provider. Danville has attached the appropriate contract. Exhibit B

Exhibit B was also timely provided to the SLD's PIA Team. Exhibit B is a multi year contract, that was executed on March 3, 1998. Exhibit B also includes the applicable FCC Form 470.

b)1044452 (Internet Access)/The SLD stated that funding is denied because "Applicant has not provided sufficient documentation to determine the eligibility of this item."

Danville Response: Exhibit C is a contract for Internet Access; it was provided to the PIA Team. There is no additional data necessary to be provided.

1045301 (Telecom Service)/ The SLD stated that funding is denied because "Applicant has not provided sufficient documentation to determine the eligibility of this item."

Danville Response: Data was provided to demonstrate that this was telecommunications service. Exhibit D

1045510 (Telecom., Frame Relay Service)/ The SLD stated that funding is denied because "Category of service was changed from Telcom to Internal Connections. Given demand, the funding cap will not provide for Internal Connections at your approved discount level to be funded."

Danville Response: Data was provided to demonstrate that this was telecommunications service. There is no bases for the change in categories. Exhibit E

1045645 (Telecommunications Service/Sprint Communications)/ The SLD stated that funding is denied because "Applicant has not provided sufficient documentation to determine the eligibility of this item."

Danville Response: Data was provided to establish the eligibility of this service. Exhibit F

Conclusion:

Danville is Requesting the Following Action by the FCC:

(a) Determine the role that non-evidentiary issues played a role in the funding denial;

(b) Within 90 days <u>or less</u> Order funding for the telecommunications services requested in the 471 Application, specifically FRNs –1044175, 1044452,1045301,1045510, 1045645

(c) Set aside funds to fund Danville's request.

Respectfully submitted,

Nathaniel Hawthorne

District of Columbia Bar No. : 237693
27600 Chagrin Blvd., Ste. 265
Cleveland, OH 44122
tel.: 216/514.4798
e-mail: nhawthorne@earthlink.net

Attorney for
Danville City School District

Cc: Danville City School District

Exhibit A

Cheng Tu

From: Greg Weisiger [gweisige@pen.k12.va.us]
Sent: Monday, April 26, 2004 12:54 PM
To: Cheng Tu
Subject: Re: FW: SLD FY6 Application 377368 Danville City School District Final Request

Cheng,

I looked at emails between me and SLD since Sherry came on the scene. I think I deleted the email calling for her firing because it may have been too over the top, but the last segment of email to George McDonald tells the whole story.

Subject: Re: VIRGINIA APPLICATIONS FY2003
Date: Tue, 16 Sep 2003 12:33:30 -0400
From: Greg Weisiger <gweisige@pen.k12.va.us>
To: John Piznak <JPIZNAK@neca.org>
References:
Thanks John,
I did get wind that Sherry was on the job. Good to have Mark back!
Greg

John Piznak wrote:

> Gregg,
>
> Just to give you a staffing update.
>
> Sherry Tabor, multi years experience and Ken Stibitz, one funding year
> are both now reviewing Virginia applications. Final reviewer, Mark
> Palmer may also start a few initial reviews later this week.
>
> John

Subject: Y7 changes
Date: Wed, 22 Oct 2003 08:22:53 -0400
From: Greg Weisiger <gweisige@pen.k12.va.us>
To: John Piznak <JPIZNAK@neca.org>
References:
1

John,
Sorry for the delay getting back to you. Here is my update just after training:

You may want to talk with Sherry Tabor. I think she may be a bit confused on some contract/RFP issues. She is reviewing Virginia Beach. They filed a 470 with a reference to their RFP on their Web site. Naturally, the RFP is no
longer there. One of the services ordered was under state contract and others were secured from the 470. Sherry wants the 470 number for the state contract and asked if the rest of the services were covered by

a state contract and a previously filed 470. Wouldn't the correct question be, I can't find your RFP, please send me a copy
of it? Thanks for looking into it... Here's the update.

E-Rate Update 9-29-03

The SLD held its annual training last week. A summary of changes for Year Seven is below.

Subject: RE:Question
Date: Tue, 25 Nov 2003 08:16:50 -0500
From: Greg Weisiger <gweisige@pen.k12.va.us>
To: gmcdonald@universalservice.org

...
There is the horrible record of Virginia application review this year.
We are going to be cleaning up Sherry Tabor's mess for years. She is still on the job.

Cheng Tu wrote:

Greg,
Thank you for response! I contacted Ms. Tabor when I got the fax with the questions and concerns addressed to Maurice and she wouldn't even talk to me because he was the contact. Phyllis Brown was his backup on the application and she wouldn't take any of the information from her either. I had to email answers to Maurice and have him forward that to her with the request that I be the contact. Ms. Tabor was not pleasant to deal with on the phone and I was quite irate after trying to give her answers that she requested yet wouldn't take from me. I would love to get a copy of the emails to be included in our appeal. That would be of a great assistance. I even have a fax that she sent to Maurice apologizing for taking so long with things which may also help. I'm meeting with a company that handles eRate applications and the entire process on Wednesday and will be asking if they also can assist. I really appreciate all your help and thanks again for sending me the emails for our appeal.
Respectfully Yours,
Cheng K. Tu, MBA, MCSE NT 4/2000, A+, Net+, MCT
Director of Instructional and Administrative Technology
Danville Public Schools
29 Baltimore Ave.
Danville, VA 24541
Phone: 434-799-6524 Ext. 292
Fax: 434-799-6514
Email: ctu@mail.dps.k12.va.us

From: Greg Weisiger [mailto:gweisige@pen.k12.va.us]

Sent: Monday, April 26, 2004 11:18 AM
To: Cheng Tu
Cc: Maurice Ferrell
Subject: Re: FW: SLD FY6 Application 377368 Danville City School District Final Request
Thank you Cheng,

Unfortunately, the entire Year Six Danville application ($687,000) was denied by SLD on April 20. It should have been sent in a yellow envelope addressed to Maurice at the school

board office.

The next step is an appeal to the Schools and Libraries Division. I have had some issues with Ms. Tabor in the past to such a degree that I asked that she be terminated or reassigned away from Virginia. I can include those emails for your appeal. The issue will be whether or not you were ever contacted by PIA for application reveiw, and did they give you adequate notice to reply, considering they had your application for a year and three months with no action and their request for information during spring break.

Sorry to bring you the bad news,
Greg

Cheng Tu wrote:

> Greg,
> Maurice had agreed to assist in the completion of this process even after taking on his new job responsibilities. I don't believe that he thought that this process would have taken as long as it has and we were just trying to take that burden off of him. I'm sure that we would see this through it there was an end in the near future. I don't believe that Maurice had notified SLD to be removed nor have we notified SLD to add us since Maurice was going to see it through to completion. The first issue that we had run into was the information that Sherry Tabor requested. If it will be easier to get this to completion with Maurice steering the ship, then I'm sure that he would be willing to assist us and I'll just have to owe him one. Any suggestions would be greatly appreciated. Thanks for your help.
> Respectfully Yours,
> Cheng K. Tu, MBA, MCSE NT 4/2000, A+, Net+, MCT
> Director of Instructional and Administrative Technology
> Danville Public Schools
> 29 Baltimore Ave.
> Danville, VA 24541
> Phone: 434-799-6524 Ext. 292
> Fax: 434-799-6514
> Email: ctu@mail.dps.k12.va.us
>
> ---
>
> **From:** Phyllis Brown
>
> **Sent:** Monday, April 26, 2004 10:37 AM
> **To:** Cheng Tu
> **Subject:** FW: SLD FY6 Application 377368 Danville City School District Final Request
> -----Original Message-----
> **From:** Greg Weisiger [mailto:gweisige@pen.k12.va.us]
> **Sent:** Monday, April 26, 2004 9:31 AM
> **To:** Maurice Ferrell
> **Cc:** Maurice#032#A.#032#Ferrell@14347996514.cc.vt.edu; Phyllis Brown; mauricef@vt.edu
> **Subject:** Re: SLD FY6 Application 377368 Danville City School District Final Request
> Maurice,
> Did you notify SLD at any time to remove you as contact? Cheng or Phyllis, did you notify SLD at any time that you are the new contact? This is important for the appeal.
> Greg
>
> Maurice Ferrell wrote:

Please accept the responses from Cheng Tu and/or Phyllis Brown as I no longer am employed with the Danville Public Schools. All future inquiries needed to be directed to the new IT Director for Danville Public Schools, Cheng Tu. ctu@mail.dps.k12.va.us
Maurice A. Ferrell
-----Original Message-----

From: PIA Team6 PIA Team6
[mailto:PIA#032#Team6@sl.universalservice.org]
Sent: Friday, April 02, 2004 9:33 AM
To: Maurice#032#A.#032#Ferrell@14347996514.cc.vt.edu
Cc: pbrown@mail.dps.k12.va.us;
gweisige@pen.k12.va.us; mauricef@vt.edu
Subject: SLD FY6 Application
377368 DanvilleCitySchool District Final Request
Maurice Ferrell or Phyllis Brown:
This was sent to you and Phyllis Brown previously.
Phyllis Brown is the contact on the Form 470.
This is what was previousy sent:
This is the second attempt to reach Maurice Ferrell.
You are listed as the contact on this application and the email address at the School got returned as an invalid address. If you are not the contact anymore, please send an update as to who is the contact along with phone number, fax number and email address.
For FRN 1045301 City of Danville $600,000
Based on review of your Item 21 or supporting documentation, it appears that services are being requested for an AdministrativeBuilding within a school district, library system, and/or consortium.
There are specific requirements that must be met in order for an Administrative Office or Building to be eligible to receive services, and those requirements are outlined in the Administrative Offices and Buildings Factsheet on the SLD website (www.sl.universalservice.org).
Please answer the following questions in order to determine if the AdministrativeBuilding is eligible to receive discounts on the requested services.
For DanvilleSchoolAdminBuilding and the AdminBuilding annex:
1.) Is the building a centralized district office or similar facility?
Yes
2.) Are the services being provided to the administrative building part of a
network whose primary function is the delivery of such services to places
of instruction in instructional buildings or rooms available to the public
in
libraries? Yes
For the MIS Department:
1.) Is the building a centralized district office or similar facility? Yes
2.) Are the services being provided to the administrative building part of a
network whose primary function is the delivery of

such services to places
of instruction in instructional buildings or rooms
available to the public
in
libraries? Yes
For the WestmorelandSchool Complex:
1.) Is the building a centralized district office or
similar facility? No
2.) Are the services being provided to the
administrative building part of a
network whose primary function is the delivery of
such services to places
of instruction in instructional buildings or rooms
available to the public
in
libraries? Yes
For the GalileoMagnetHigh School(receiving services
and not in Block 4):
1.) Is the building a centralized district office or
similar facility? No
2.) Are the services being provided to the
administrative building part of a
network whose primary function is the delivery of
such services to places
of instruction in instructional buildings or rooms
available to the public
in
libraries? Yes
This entity does not have an entity number to put
into Block 4. Do you have
an entity number and do you have student lunch
counts?
This was a brand new school that was built and
started it's first classes in August of 2002. There
are lunch counts for the current application but none
for the application in question. Galileo's entity
number I set up for this years application and in
case you need it, it is 16022389.
1). What is the premise equipment & its cost related
to it with
installation?
2). Why does the equipment column say TBD, to be
developed?
3). I need to see a copy of the signed contract with
service dates, lists of
equipment along with all the sites receiving
service. This would be on the RFP
for GalileoMagnetHigh School and the service would be
provided by DSI (DataNet Services Inc.).
For FRN 1044452 EChalk $29,184 one time cost
1). There are sixteen sites in Block 4 of this
application. Your discount
was derived on a shared discount of 16 schools. The
documentation says that
there are 7 sites with the cost for Admin backed out.
I need to know what
are the remaining 6 sites with entity numbers and
names.
EChalk was purchased for all the schools except
Galileo so all the schools that show up on the Block

4 would be included.
2). On each of the following, I need to know if the 5% for storage has been
backed out of the amounts requested.
a. User accounts(students, teachers, staff)
b. On site email admin training
c. Annual site maintenance fee
For FRN 1045645 Sprint $189,444:
I need more documentation than the one page included at the end of your fax
to me on 10/29/03. The page 11 only says port charges from Sprint.
The cover page indicated that you were faxing the contract agreement.
We have the bill on this and I will fax that. The Sprint charges are for a T1 line
for GeorgeWashingtonHigh School to receive internet connectivity. This is a separate charge than that of the City because it is a separate connection for technology courses at GeorgeWashingtonHigh School.
1). Was your fax cut off and there was an error in the transmission? If yes,
please fax me the rest of the pages.
2). If there is no contract easily obtained to send to me, I need more of an
explanation of the service. I need to know all the recipients of the service
along with their entities numbers, names, and amounts.
3.) If this is the Telecom charge for sites to connect to the Internet, I
need to know what is the difference between this cost and the costs billed
by the City of Danville.
4). If this is a charge for accessing the Internet, I need to know why
eChalk is listed as Internet provider.
Please fax or e mail the requested information to my attention. If you have
any questions, please feel free to contact me. If you need additional time
to prepare your response, please let me know as soon as possible.
It is important that we receive all of the information requested so we can
complete our review. Failure to do so may result in a reduction or denial
of funding.
Please send the requested information within seven calendar days.
Thank you for cooperation and continued support of the Universal Service
Program.
Sincerely,
Sherry A. Tabor
Schools And Libraries Division
Program Integrity Assurance
Phone: 973 581 6748
FAX: 973 599 6521
stabor@sl.universalservice.org

Exhibit B

facsimile transmittal

To:	Sherry Tabor	**Fax:**	973-599-6524
From:	Maurice Ferrell	**Date:**	10/9/2003
Re:	E-Rate Information	**Pages:**	16, including this one

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Sherry,

On FRN 1044175 and FRN 1045645, they are contracts in which we have signed over multiple years. FRN 1044175 is our telecom contract for our phone system. FRN 1045645 is our contract for our Internet Service with Network VA. I am faxing the contract agreements with this fax. So, I guess the CAD is correct and it would reference the 470 #872740000268845.

Please let me know that you have received this documentation. I can be reached by phone at 434 791-4161 or by email at mauricef@vt.edu.

Thanks,

M. Ferrell

Maurice Ferrell

ACCT # (804) 799-5000 330

AWARD DATE: MARCH, 1998

EXPIRATION MARCH, 2008

Contract #

APPLICATION FOR SERVICE
NO. CSPG97-013

This Application ("Application") is effective as of the date set forth below by and between the City of Danville, Virginia ("Customer") and Bell Atlantic Network Services, Inc., on behalf of the affiliated operating telephone company who will provide services under this Application ("Bell Atlantic").

1. Scope

This Application sets forth the terms under which Bell Atlantic will provide Centrex, Integrated Services Digital Network (ISDN) services and IntraLATA Toll services in Virginia. These services, which are further described in Exhibit(s) to this Application and in Bell Atlantic's tariffs, are referred to below individually and collectively as the "Services." The rates for the Services are based on Customer's unique network design requirements and agreement to all of the following terms and conditions. The rates and terms and conditions herein are available only if Customer agrees to and Bell Atlantic accepts this Application prior to April 1, 1998.

2. Regulatory Matters

Bell Atlantic shall not be obligated to provide Services in a state until it receives all necessary regulatory and other governmental approvals. In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks of Bell Atlantic hereunder, then Bell Atlantic in its discretion may terminate this Application in whole or in part by providing written notice thereof to Customer; any remaining obligations of the parties shall continue unaffected. The rates for the Services must at all times meet the minimum rates permitted under any applicable law, regulation or order, and Bell Atlantic may adjust any such rates for the Services by providing written notice to Customer in the event they are deemed to be below such minimum rates. When tariff rates are referenced, they shall mean prevailing tariff rates without any discounts, promotional offerings, or other reductions. In the event of a conflict between the terms of a binding tariff and the terms herein, the tariff terms shall control.

3. Service Period

Customer applies for and will accept from Bell Atlantic the Services for a service period of sixty (60) consecutive months ("Service Period"), which Service Period shall commence thirty (30) days following the date set next to Bell Atlantic's signature, below ("Signature Date"), subject to Bell Atlantic's completion of any work or installation of facilities needed to provide the Services and receipt of all necessary regulatory and other governmental approvals. If through no fault of Bell Atlantic the Service Period does not commence within one hundred twenty (120) days from the Signature Date, Bell Atlantic may by providing written notice to Customer increase the rates herein to compensate it for changed financial assumptions, provided such increase shall not exceed the highest tariff rate then in effect. This Application shall be deemed amended to reflect any such change. If, at the time of expiration of the Service Period, Customer has not executed a new Application with Bell Atlantic for the Services and does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis at the tariff rates then prevailing or if no tariff is applicable, at Bell Atlantic's then-current retail rate. If Customer changes or cancels this Application prior to establishment of Services, Customer will pay certain Bell Atlantic costs associated with such cancellation or changes as may be required by its applicable and effective tariffs.

4. Charges

Customer will pay the rates and satisfy the revenue and usage requirements set forth in the Exhibit(s) and Attachment(s) hereto (which are incorporated herein), and will pay all applicable taxes.

ATTACHMENT
0001-470-04

5. Assignment

Bell Atlantic may assign or transfer part or all of this Application to any of its affiliates or to subcontractors of its choosing. Provided that Customer provides Bell Atlantic with reasonable prior written notice, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets and shall pay Bell Atlantic any transfer fees required to be paid under applicable tariffs. All other attempted assignments shall be void without prior written consent.

6. Confidentiality and Publicity

Except as may be required by law, Customer will not disclose this Application or its contents to any third party without the consent of Bell Atlantic. Customer will give timely notice to Bell Atlantic of demands made under law to produce the Application or to disclose its contents so that Bell Atlantic may seek appropriate protective arrangements. Neither party shall publish or use any advertising, sales, promotions, press releases or other publicity material that describe this Application without the prior written approval of the other party.

7. Location(s)

The Services will be provided for use by Customer at locations of Customer served by Bell Atlantic as may be specified in writing in the Exhibit(s) to this Application. The rates and other terms of this Application shall apply only to these locations. Customer may add additional locations by providing advance written notice to Bell Atlantic, provided such locations in Bell Atlantic's determination have substantially the same cost, technical and other material characteristics as the original locations, and provided further that Customer pays Bell Atlantic any non-recurring or other charges incurred in connection with adding these locations. The foregoing shall be in addition to any similar provisions contained in the Exhibit(s) hereto.

8. Choice of Law

This Application will be construed and enforced in accordance with the laws of the jurisdiction in which the affected Services are provided. If Services in more than one state will be affected, this Application shall be construed in accordance with Delaware law, without reference to its conflict of law principles.

9. Notices

Notices under this Application shall be sent by first-class mail, postage prepaid, to Bell Atlantic at 2980 Fairview Park Drive, Seventh Floor, Falls Church, Virginia 22042, Attn. Director, Contracts, and to Customer at the address specified below. Notices shall be deemed effective three (3) days after mailing.

10. Contingency

Bell Atlantic will not be liable for delays, damages, or failures in performance due to causes beyond its control, including, but not limited to, acts of a governmental body, government regulation, acts of God, acts or omissions of third parties, fires, floods, strikes or other labor-related disputes, or inability to obtain necessary equipment or services.

11. Non-Appropriation of Funds

It is understood and agreed between the parties herein that Customer shall be bound hereunder only to the extent of the funds available to it, or which may hereafter become available, for the purpose of services such as the Services provided under this Application. Should it be necessary, pursuant to this paragraph, for Customer to terminate this Application, or any of the Services provided hereunder, Customer shall make every reasonable effort to secure such funds as to pay Bell Atlantic for Services provided by Bell Atlantic up to and including the date of termination. Should funds subsequently become available to Customer to continue such services, then Customer shall promptly pay Bell Atlantic for all Services provided by Bell Atlantic for which Bell Atlantic has not received payment, up to and including the date of termination of Services by Customer.

12. **Additional Terms and Conditions For Services Not Provided Under Tariff**

The following terms and conditions apply to Customer's purchase of any Services not provided pursuant to applicable tariffs:

(a) Payment. The applicable Bell Atlantic telephone company will invoice Customer monthly. Payments will be due net thirty (30) days unless a different date appears on the invoice. Payments received after the due date may be subject to a late payment charge. Listed charges do not include applicable taxes, surcharges, and other amounts due under law, which Customer agrees to pay in addition to the listed charges.

(b) Limited Warranty. BELL ATLANTIC WARRANTS THE SERVICES WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH OFFICIAL SERVICE DESCRIPTIONS. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, A CONDITION EXCUSED UNDER THE SECTION TITLED "CONTINGENCY" (ABOVE), OR DUE TO SCHEDULED MAINTENANCE, BELL ATLANTIC AT ITS EXPENSE WILL REPAIR THE SERVICES, AND, IF THE DEFICIENCY LASTS FOR MORE THAN TWENTY-FOUR HOURS, BELL ATLANTIC WILL CREDIT CUSTOMER THE PRO-RATED RECURRING CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD FROM CUSTOMER'S NOTICE OF THE DEFICIENCY UNTIL IT IS REPAIRED. THIS LIMITED WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

(c) Limitation of Liability. BELL ATLANTIC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF BELL ATLANTIC HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. BELL ATLANTIC'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS APPLICATION SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF $1,000 OR TWICE THE CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE.

(d) Title. Bell Atlantic or its suppliers, will own all rights, title, and interest in equipment, software, and facilities used by Bell Atlantic to provide Services.

(e) Tariffs. If a governmental body properly requires the Services to be provided under tariff, Bell Atlantic may terminate the Services or cause the preparation and filing of an appropriate tariff in accordance with law. If a tariff is filed, the tariff will supersede this Application when the tariff becomes effective under law.

(f) Maintenance. From time-to-time during the term of this Application, the equipment and facilities used by Bell Atlantic to provide Services may be scheduled for maintenance, which will temporarily render the Services unavailable for use. Bell Atlantic shall have no liability as a result of the unavailability of Services due to performance of scheduled maintenance.

13. **Entire Agreement**

This Application supersedes all prior agreements between Bell Atlantic and Customer for the Services provided hereunder. This Application (including the Exhibit(s) and Attachment(s) hereto and any tariffs or guides incorporated by reference) constitutes the entire agreement between Customer and Bell Atlantic and shall supersede all prior oral or written quotations, communications, understandings or agreements on the subject matter hereof. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations expressly set forth herein and not of any other oral or written quotations, communications, understandings or agreements. This Application may not be modified or rescinded except by a writing signed by authorized representatives of each party.

IN WITNESS WHEREOF, duly authorized representatives of each party have caused this Application to be executed as of the Bell Atlantic Signature Date set forth below.

City of Danville, Virginia

By: [illegible]

Title: Purchasing Director

Date: 3/5/98

Bell Atlantic Network Services, Inc.

By: Fred Walters

Title: Sr. Corporate Account Mgr.

Date: 3/13/98

ATTACHMENT 1

REQUIREMENTS AND ADJUSTMENTS

1. Revenue and Usage Commitments

(a) If, at the end of any anniversary of the commencement of the Service Period, Customer's annual billed usage or revenue (as applicable) for any of the Services is less than the required annual minimum usage or revenue set forth herein and in the Exhibits hereto, Customer will pay Bell Atlantic as an alternative performance (and not as a liquidated damage, penalty or payment for services rendered) the sum of: (i) for Centrex/ISDN Services, the minimum revenue guarantee as specified in Exhibit A hereto and, (ii) for IntraLATA Toll Service, the difference between the minimum required usage and the actual usage for the preceding year multiplied by the rate applicable to the minimum usage amount. The foregoing payments are referred to below as, the "Shortfall Amount".

(b) If Customer terminates this Application for any reason prior to the expiration of the Service Period, Customer will pay Bell Atlantic as an alternative performance (and not as a liquidated damage, penalty or payment for services rendered) the sum of: (i) the Shortfall Amount for the year in which this Application is terminated, (ii) for Centrex Service, termination liability as specified in Exhibit A and, (iii) for IntraLATA Toll Service, termination liability at one hundred percent (100%) of the minimum required usage multiplied by the rate applicable to the minimum usage amount for each remaining year shall apply. Bell Atlantic will issue an invoice to Customer for any amounts due hereunder; invoices shall be payable net thirty (30) days.

2. Other Conditions

The rates and other terms of this Application are premised on certain assumptions concerning Customer's service mix, usage patterns and other characteristics, including the conditions set forth in the Exhibits herein. Customer represents that it will satisfy these conditions. If it does not, Bell Atlantic in its discretion may terminate this Application in whole or in part or increase the rates herein to compensate it for changed financial assumptions, provided such increase shall not exceed the highest tariff rate then in effect. This Application shall be deemed amended to reflect any such change.

EXHIBIT A

BELL ATLANTIC - VIRGINIA, INC.
CENTREX/ISDN SERVICE

1. **Description of Services and Locations**

The Centrex Service is a complete communications service and includes the facilities necessary for intercommunication between Centrex lines within the Customer's system, direct-in-dialing from the exchange network to Centrex lines, direct outward dialing and identification and billing of outgoing long distance messages by Centrex line number when such billing is performed by Bell Atlantic.

This Agreement does not cover Centrex exchange access ("SEATS"), subscriber line charges (SLC), usage charges or other services that are subject to the State Corporation Commission of Virginia Tariffs. Customer agrees to be bound by the terms, conditions and rates of the tariff for those and similar services.

The rates provided herein require that a minimum of five hundred (500) centrex lines be in service prior to February 20, 1998, and that all local exchange usage will be carried by Bell Atlantic.

The Centrex Services and rates provided by this Agreement are available to Customer's locations in Danville, Virginia serviced by Bell Atlantic's Danville Central Office:

The Centrex Custom Service dial switching equipment shall be arranged to provide the following system and line feature capabilities:

Included in the ICB Centrex Line Rate for All Lines:

Abbreviated Dialing Features
Access to Toll Network
Access to Switched Network
Authorization Codes/Account Codes
Add-on - Consultation Hold (Incoming Only)
Automatic Call Back
Automatic Route Selection (Deluxe) w/FRL
Call Forward - Variable
Call Forward - Busy Line/Don't Answer All Calls
Call Forward - Busy Line/Don't Answer Inc. only
Call Pick-Up and Hold
Call Transfer - All Calls
Centrex System Control (Macstar)
Customer Access Treatment Code Restrictions
Customer Changeable Speed Calling
Dial Call Waiting
Directed Call Pick-Up
Directed Call Pick-Up Without Barge-In
Distinctive Ringing
Call Waiting Tone
Group Number Plan
Hunting
Intercept
Intercommunication
Multiline Hunt Service
Multiple Positions (Consoles)
Music on Hold interface
Night Service Arrangement
Non-Sequential Hunting
Toll Diversion to Attendant
Touch Tone
Trunk Answer Any Station

The following features may be selected individually at additional cost per month.

Caller I. D. Deluxe, per line:	$3.00
Multi-Path Call Forwarding-per path, per line: (max. 5 per arrangement)	$5.00

2. Recurring Monthly Charges

A. Centrex Service

Component	Monthly Centrex Rate
• Intercom	
◊ "A" Capital	$ 7.32
◊ "B" Maintenance	$ 5.03
Note: The "B" (Maintenance) rate component is subject to annual adjustments limited to the charge for the Consumer Price Index ("CPI") for all items for all urban consumers - local.	
Monthly Intercom Rate (Per Line)	$ 12.35
• **Simulated Exchange Access Trunk (SEAT) and Subscriber Line Charge (SLC)** ▪ In addition to the above charges, the customer will purchase access to the Bell Atlantic - Virginia Network via SEATs. The charge for a SEAT is found in SCC-VA No. 202 Section 9 - Rates. For each SEAT, the customer will also pay an amount equal to one Subscriber Line Charge.	SCC-VA No. 202, Section 9 - Rates

B. ISDN Service, exclusive of the Centrex Line

The ISDN Service rated below includes Electronic Key Features and is described in the Virginia Administrative Guidelines for Detariffed Services, Section 9.N.b.5. Analog Centrex line rates, in A above, also apply.

Component	Monthly Rate
• **Single Point (1B+d) - Voice**	$ 6.50
• **Multipoint - Voice**	
▪ **Rate for Multiple Access, PLUS**	$ 4.50
▪ **Rate Per Station**	$ 6.00

3. **Non-recurring Charges**

A. Line Connection Charge

(i) Standard line connection charges apply to all lines that are converted to Centrex at cutover.

(ii) There will be no line connection charge applied to lines that are already Centrex at the time of cutover.

(iii) Standard line connection charges will apply to all lines added to the system after cutover.

4. **Minimum Revenue Guarantee/Termination Liability**

A. During the term of this Agreement, Customer is obligated to pay for a minimum number of Centrex Lines, stated in the table below, in accordance with the following minimum revenue guarantee calculations:

(i) For each Line that is in service, Customer shall pay the Monthly Intercom Rate as set forth above and the SEAT rate as described in the S.C.C. VA Tariff.

(ii) For the difference between the number of Lines in service and the minimum requirement, Customer shall pay the Monthly Intercom Rate as set forth in Section 2 preceding.

(iii) Should Customer terminate the Centrex Services prior to the end of the Service Period, it shall be obligated to pay the monthly minimum revenue guarantee, as defined above, for each month remaining in the Service Period.

The customer must pay for the greater of:

- 500 Lines,

or

- 85% of the highest number of lines in services on the annual anniversary dates of the installation of this service.

5. **Other Issues**

A. Cable Provision and Maintenance

Bell Atlantic will provide and maintain cable from the central office to the Minimum Point of Presence (MPOP).

B. Networking

The Centrex line rate does NOT include networking between Central Offices.

EXHIBIT B

BELL ATLANTIC - VIRGINIA, INC.
INTRALATA TOLL

1. Services and Incorporation of Tariffs

For the purposes of this Exhibit B, "Services" shall mean the Services described below. Services in Virginia will be provided by Bell Atlantic - Virginia, Inc. ("BA-VA") in accordance with applicable provisions of BA-VA's Tariff S.C.C.-Va.-Nos. 201 and 209 (the "Tariff" or "Tariffs"), which are incorporated by reference. The Application, Attachment 1, this Exhibit and the Tariffs shall form the contract between the Customer and BA-VA after this Application is accepted by BA-VA, duly filed by BA-VA with the Virginia State Corporation Commission (the "Commission"), on one (1) day's notice, pursuant to order of the Commission, and this Application becomes effective under law. Customer Specific Pricing is provided in accordance with BA-VA's Plan for Alternative Regulation (relating to Customer Specific Pricing).

2. Charges

Customer shall pay the rates and charges set forth below for the Services. Any other work, services or facilities required will be provided subject to prevailing Tariff rates and charges, or if no Tariff is applicable, at BA-VA's then-current retail rate. Due to the conversion of Bell Atlantic's billing system, adjustments to Customer's bill may need to be made to effect these rates.

Business Two-Point Message Toll Service

$ .10 per minute if annual usage is between 55,390 and 110,780 minutes
Prevailing tariff rates shall apply for all annual usage in excess of 110,780 minutes

Minimum Annual Usage Amount: 55,390 minutes

3. Locations

The Service and charges set forth in this Exhibit B are available to the following Customer locations in Virginia.

BTN/CUST	LISTED NAME	LISTED ADDRESS
8047912595492	DANVILLE-PITTSYLVANIA COMMUNITY SERVICE	500 ARNETT BLVD, DANVILLE
8047912911916	DANVILLE-PITTSYLVANIA COMMUNITY SERVICE	1026 MAIN ST, DANVILLE
8047931222459	DANVILLE REDEVELOPMENT & HOUSING AUTHOR	651 CARDINAL PL, DANVILLE
8047972116773	DANVILLE -PITTSYLVANIA MENTAL HEALTH SE	111 CENTER ST, GRETNA
8047972801162	DANVILLE- PITTSYLVANIA MENTAL HEALTH SE	505 KEEN ST, DANVILLE
8047990456216	DANVILLE-PITTSYLVANIA COMMUNITY SERVICE	245 HAIRSTON ST, DANVILLE
8047990742608	DANVILLE CITY OF - BAND OFFICE	701 BROAD ST, DANVILLE
8047993175518	DANVILLE-PITTSYLVANIA COMMUNITY SERVICE	504-506 MIDDLE ST, DANVILLE
8047994382712	GEORGE WASHINGTON HIGH SCHOOL	701 BROAD ST, DANVILLE
8047994740619	DANVILLE- PITTSYLVANIA MENTAL HEALTH CE	535 WILSON ST, DANVILLE
8047995000330	DANVILLE CITY OF - GIS COORDINATOR	1550 HALIFAX RD, DANVILLE
8047995000333	CITY OF DANVILLE	418 PATTON ST, DANVILLE
8047996836453	DANVILLE LIFE SAVING & FIRST AID CREW I	202 CHRISTOPHER LN, DANVILLE
8048222331989	DANVILLE-PITTSYLVANIA DEFENSIVE DRIVING	122 BROOK CIR, DANVILLE

FCC Form

Approval by OMB
3060-0806

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 6.0 hours

This form is designed to help schools and libraries describe the eligible telecommunications-related services they seek so that this data can be posted on a website and interested service providers can identify the applicant as a potential customer and compete to serve it.

Please read instructions before completing. (To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

(School, library, or consortium desiring Universal Service funding.)

Posting Date:	**12/10/1998**
Allowable Contract Date:	**01/07/1999**
Certification Received Date:	**12/14/1998**

1. Name of Applicant: DANVILLE CITY SCHOOL DISTRICT	**2. Funding Year:** 07/01/1999 - 06/30/2000

3a.NCES School Code (if individual school) **Or NCES Library Code**(if individual library)
State: **51** - District: **01110** - School/Library:

3b. Universal Service Control Number: 988220000115779	**3c. Applicant ID Number:** 126639

4a. Type Of Applicant
(Check only one box.)

- ○ school
- ◉ school district
- ○ library or library consortium under the LSTA
- ○ consortium of multiple entities

4b. If Applicant is a consortium, check all other boxes that apply:

- ☐ includes non-governmental entities ineligible for support
- ☐ entity desires separate bills for each member of consortium
- ☐ entity desires separate bills for some members of consortium
- ☐ region of a state ☐ statewide ☐ multi-state
- ☐ state educational agency
- ☐ local educational agency
- ☐ educational service agency

5. Applicant's Street Address, P.O.Box, or Route Number

Street
313 MUNICIPAL BUILDING

City	State	Zip Code 5Digit	Zip Code 4Digit
DANVILLE	VA	24543	

Telephone number Ext: (804) 7996400	E-mail Address suptdps@yahoo.com

6. Contact Person's Name: Randy Kelley

Street Address, P.O.Box, or Route Number(if different from Item 5)

Street:
31 Baltimore Avenue

City:	State	Zip Code 5Digit:	Zip Code 4Digit:
Danville	VA	24541	

Fill in all of the following(if available), and check the preferred mode of contact:

○ Telephone Number Ext:	○ Fax Number Ext:	◉ E-mail address:	○ Mail:
(804) 7996524 6	(804) 7996514	roborandy@yahoo.com	

Block 2: Other Characteristics Of Applicant

7a. Number of students: 7819	**7b. Number of library patrons:**
8. Number of buildings to be served: 30	**9. Number of rooms to be served:** 550

Block 3: Summary Description of Needs or Services Requested

10. ☐ Check if applicant seeks discounts only for eligible services based on one or more **existing,binding** contract(s) and proceed to Block 4.

Sequence #	Date Contract Signed	Contract Termination Date

11. ☐ Check here if you have a Request for Proposal(RFP) available.If RFP is posted on a website, provide the website address

(1)	(2) Existing Services	(3) Additional Services Desired	(4) Total Services Desired	(5) Details(Optional)
12. Telecommunications Services				
a. Number of phones that have or require service (See instructions concerning extension phones and fax machines.)	153	17	170	57 Extensions
b. Number of computers that have or require service	745	2200	2945	
c. Number of high bandwidth video conferencing links	2	0	2	
d. Specify other (Optional)	11	21	32	T1 and K56 Service
13.Internal Connections	**Existing**	**Additional**	**Total**	**Details**
a. Number of buildings with at least some rooms connected	25	6	31	
b. Number of rooms connected	394	156	550	
c. Highest Speed of connection	K56	T1		Need fiber connections to connect with City fiber loop
d. Specify other (Optional)				
14.Internet Access	**Existing**	**Additional**	**Total**	**Details**
a. Number of dial up connections necessary	15	0	15	Will be dropping dial up connections as connected to WAN
b. Highest speed of dial up connections	56KB	0		Will be dropping dial up connections as connected to WAN
c. Number of direct connections necessary	5	25	30	
d. Highest speed of such direct connections	T1	T1		
e. Specify other (Optional)				

15. You may provide additional summary information about the services you are requesting to help service providers identify your needs more precisely.You may provide technical requirements or give an informal description of your telecommunications-related goals.

Two schools need LAN plants put in place. All other schools have LAN in place and need to be connected to WAN. Currently are connecting to WAN via 56KB. Intent to connect all schools by fiber (T1) to city fiber loop to provide high speed access. We need assistance in putting in both new LAN plants and connecting

schools to various fiber sub stations throughout district.
16. ☐ Check here if there are any restrictions imposed by state or local laws or regulations on how and when providers may contact you or on other bidding procedures.Please describe below any such restrictions or procedures. You may attach restrictions or give website where they are posted.
17. Purchases in future years: If you have current plans to purchase additional services in future years, describe them below (Providing this information is optional.)

Block 4: Technology Assessment

18. Although the following services and facilities are ineligible for support, they are usually necessary if schools and libraries are to make effective use of the eligible services requested in this application.
(If your application is only for basic voice telephone service, ***check this box*** ☐ *and go to Item 19. Otherwise, you must check at least one box in each of the other lines. You may provide details for purchases being sought.)*

a. Desktop communications software: Software required ☑ has been purchased; and/or ☐ is being sought.
b. Electrical systems: ☑ adequate electrical capacity is in place or has already been arranged; and/or ☑ upgrading for additional electrical capacity is being sought.
c. Computers: a sufficient quantity of computers ☐ has been purchased; and/or ☑ is being sought.
d. Computer hardware maintenance: adequate arrangements ☑ have been made; and/or ☐ are being sought.
e. Staff development: ☑ all staff have had an appropriate level of training or additional training has already been scheduled; and/or ☐ training is being sought.
f. Additional details: Use this space to provide additional details to help providers to identify the services or facilities you desire. **Currently are working to replace all 486 machines with Pentium processors. Electrical capacity currently being upgraded in all schools, this is a phased construction issue. Staff development is ongoing.**

Block 5: Listing Consortium Participants

19. Eligible Entities: (Billed Entities.) If applicant is an individual school or a library or a school district or a library system that will receive only one bill, it should only fill in the first row of this chart. If applicant is a consortium of multiple billed entities, then it should fill out a row for each billed entity. (Applicant may attach additional pages.)

Billed Entity	Billed Entity's Zip Code	Billed Entity Code *(Inserted by Administrator)*	Zip Code(s) of Recipients of Service
Danville Public Schools	**24543**	**146095**	**24540**
Danville Public Schools	**24543**	**146095**	**24541**

20. Entities Ineligible for Schools and Libraries Discount:

Name of Entity	Zip Code(s) of Recipients of Service	Contact Person	Phone Number, E-mail Address, or Alternative Preferred Contact Method

Block 6: Certfications and Signature

21. The applicant includes:(Check one or both)
a. ☑ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding $50 million; and/or
b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school(including, but not limited to) elementary and secondary schools, colleges, and universities.
22. All of the individual schools, libraries, and library consortia listed above in item 19 are covered by:
a. ☐ individual technology plans and/or
b. ☑ higher-level technology plans for using the services requested in this application(if those services consist of other than voice services).
23. Status of technology plan(check one):
a. ◉ Technology plan(s) has/have been approved; or
b. ○ Technology plan(s) will be approved by a state or other authorized body; or
c. ○ Technology plan(s) will be submitted to Schools and Libraries Corporation for approval.
24. ☑ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.
25. ☑ I recognize that support under this program is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.
26. ☑ I certify that I am authorized to submit this request on behalf of the above-named applicant, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.
29. Printed name of authorized person **Randy Kelley**
30. Title or position of authorized person **Director, Information Systems Technlogy**

New Search | Return To Search Results