



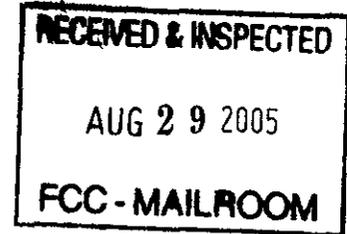
Metropolitan Dayton Educational Cooperative Association

225 Linwood Street
Dayton, Ohio 45405

Phone: (937) 223-1112
Fax: (937) 223-2385

August 26, 2005

DOCKET FILE COPY ORIGINAL



Federal Communications Commission
445 - 12th Street, SW
Washington, DC 20554

To Whom It May Concern:

**Reference: CC Docket No. 02-6
Request for Review**

This **Request for Review/Letter of Appeal** is in response to the USAC Administrator's Decision on Appeal - Funding Year 2004-2005, letter dated July 29, 2005, which included a "Denied" decision on appeal for nineteen (19) Funding Request Numbers that are part of the following application:

Form 471 Application Number:	389344
Funding Year 2004:	07/01/2004 - 06/30/2005
Billed Entity Number:	151340
Billed Entity Name:	Metropolitan Dayton Educational Cooperative Association
Applicant's Form Identifier:	MDECA471NP2004

The nineteen (19) Funding Request Numbers for which we are submitting this Request for Review/Letter of Appeal are as follows:

1150451, 1150460, 1150465, 1150472, 1150479,
 1150487, 1150493, 1150501, 1150508, 1150515,
 1150523, 1150528, 1150546, 1151834, 1151837,
 1151840, 1151851, 1151861, 1151867

If it is necessary to discuss this Request for Review/Appeal, please contact the following person:

Name:	Tammy Watson, Office Coordinator	Telephone Number: (937) 223-4980 Fax Number: (937) 223-2385
Address:	c/o MDECA 225 Linwood Street Dayton, OH 45405	E-mail Address: watson@mdeca.org

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Metropolitan Dayton Educational Cooperative Association

225 Linwood Street
Dayton, Ohio 45405

Phone: (937) 223-1112

Fax: (937) 223-2385

Request for Review/Letter of Appeal, 08/26/2005, CC Docket No. 02-6, 471 application 389344, entity #151340 – Page 2 of 4

Explanation of Request for Review/Letter of Appeal:

We do not agree with the USAC Administrator's decision to deny funding as requested for the nineteen (19) Funding Request Numbers as listed above and included in our letter of appeal (dated February 03, 2005) to the Schools and Libraries Division. We request the FCC's review of our appeal.

An explanation of our original appeal is provided in the USAC Administrator's Decision on Appeal – Funding Year 2004-2005 (dated July 29, 2005) as follows:

“On appeal, you point out that although the FCDL comments state, “Approved as submitted”, the contract end dates for multiple FRNs were changed. This resulted in a shorter contract term, and hence, a reduction in funding. You are appealing the decision to change the contract end dates. You explain that the service provider holds the school financially responsible for the full term of the contract beginning with the service installation or start date, not the signature date. You believe the changes made by PIA are incorrect and you would like to have the contract end dates moved back to the original submission as indicated in the chart you provided in your appeal letter.”

The USAC Administrator's Decision on Appeal – Funding Year 2004-2005, continues with the following language that contains denial of our appeal:

“During the appeal review, it was noticed that PIA did amend the contract end date for these funding requests as indicated in your appeal letter. This did result in a reduction of the funding request amount. Therefore, the FCDL comment of, “Approved as submitted” was incorrect. The correct comment should have said, “Approved, modified by SLD. The dollars requested were changed to reflect the correct number of months based on the contract award date, the contract expiration date, and the service start date”.”

“During PIA review, you provided copies of the complete contracts to the SLD for review. During this appeal review, every line of these contracts were read to determine the appropriate contract end dates. Standard practice is for the contract end date to be the contract award date plus the term of the contract. There are some contracts that indicate the term of the contract will begin with the service start date of the service installation date. However, there is no indication in the body of the provided contracts or the term/signature pages that the term of the contract is anything other than from the signature date of the contract. You have not provided any documentation from the service provider to support your position. Thus, you have not brought forward any evidence on appeal to indicate that the contract end date should not be the term of the contract with the signature date. Hence, the appeal is denied.”



Request for Review/Letter of Appeal, 08/26/2005, CC Docket No. 02-6, 471 application 389344, entity #151340 – Page 3 of 4

Following is a summary of the relevant data for the nineteen (19) Funding Request Numbers for which we are requesting a review. This summary was included in our original appeal to the SLD:

FRN	DATA FROM 471 APPLICATION SUBMITTED 02/03/2004		DATA FROM FCDL DATED 01/11/2005		DIFFERENCE
	Contract Expiration Date	Funding Commitment Request	Contract Expiration Date	Funding Commitment Decision	Amount of Appeal
1150451	09/18/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150460	10/15/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150465	10/18/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150472	09/18/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150479	10/15/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150487	10/16/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150493	09/01/2005	\$1,848.76	01/10/2005	\$1,078.44	\$770.32
1150501	11/26/2005	\$1,695.96	01/10/2005	\$989.31	\$706.65
1150508	08/28/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150515	11/16/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150523	09/04/2005	\$621.00	01/10/2005	\$362.25	\$258.75
1150528	09/01/2005	\$1,772.36	01/10/2005	\$1,033.88	\$738.48
1150546	12/13/2005	\$1,925.16	01/10/2005	\$1,123.01	\$802.15
1151834	01/13/2006	\$1,466.77	01/10/2005	\$855.62	\$611.15
1151837	01/14/2006	\$1,543.17	01/10/2005	\$900.18	\$642.99
1151840	11/26/2005	\$2,001.55	01/10/2005	\$1,167.57	\$833.98
1151851	02/22/2005	\$763.12	01/06/2005	\$667.73	\$95.39
1151861	11/15/2006	\$1,242.00	10/17/2006	\$1,242.00	\$0.00
1151867	08/06/2006	\$687.57	01/22/2006	\$687.57	\$0.00

Documentation enclosed for Request for Review/Letter of Appeal:

- 1) ***Letter dated 08/22/2005 from Beatrice James-Moore, Senior Counsel, SBC (service provider), explaining SBC's policy regarding the CSO (Confirmation of Service Order) contracts associated with the nineteen (19) FRNs under appeal – 1 page. (NOT PREVIOUSLY PROVIDED WITH APPEAL TO THE SLD). Please note that this is a "copy" of the letter, as we have submitted the original letter to the FCC with our request for review of 471 application #389346.***



Request for Review/Letter of Appeal, 08/26/2005, CC Docket No. 02-6, 471 application 389344, entity #151340 – Page 4 of 4

Documentation enclosed for Request for Review/Letter of Appeal continued:

- 2) *Letter dated 08/24/2005 from Amanda Harris, Senior Account Manager, SBC (service provider) verifying the contract end dates for the nineteen (19) FRNs under appeal – 1 page. Please note that for the majority of these FRNs, SBC has reported the contract end (expiration) dates as one day past the date we reported on 471 application #389344. This is due to a difference in interpretation of the contract term. (NOT PREVIOUSLY PROVIDED WITH APPEAL TO THE SLD).*
- 3) Copy of USAC Administrator's Decision on Appeal – Funding Year 2004-2005 (dated July 29, 2005) – 3 pages.
- 4) Copy of the Metropolitan Dayton Educational Cooperative Association's Letter of Appeal to the SLD for Form 471 Application 389344 (Funding Year 2004), dated February 03, 2005 – 158 pages.

Action Requested by this Request for Review/Letter of Appeal:

We are requesting that the FCC overturn the previous decision of the SLD that denied our appeal for these nineteen (19) Funding Request Numbers, and have the SLD change the contract end dates for these FRNs back to the contract end dates as originally submitted on our 471 application #389344, and verified by the enclosed letters from SBC (service provider), thus increasing the approved funding to match the original Funding Commitment Requests submitted on 471 application #389344.

We regret not bringing forth the service provider letters enclosed with this Request for Review during our original appeal to the SLD. At the time of filing the appeal with the SLD, we felt we had a strong case based upon precedent set by previous PIA reviewers decisions, the fact that the PIA reviewer of application #389344 did not respond to our inquiry if additional documentation from the service provider was needed to verify contract dates, and our experience of contracts with SBC terminating based upon actual installation date plus the contract term. This rationale was included in our original appeal to the SLD.

Thank you for your consideration of our Request for Review. We look forward to receiving your response to our request.

Sincerely,

Jerry C. Woodyard
Executive Director

Enclosures (4)



Beatrice James-Moore
Senior Counsel

Corporate Legal
225 West Randolph Street
Floor 25C
Chicago, IL 60606
Phone: (312) 727-1350
Fax: (312) 726-3490

August 22, 2005

Mr. Jerry C. Woodyard
Executive Director
Metropolitan Dayton Educational Cooperative Association
225 Linwood Street
Dayton, Ohio 45405

Re: Effective and Termination Dates for SBC Contracts

Dear Mr. Woodyard:

You have requested a letter confirming the effective date and termination date of certain contracts for network services between The Ohio Bell Telephone Company, d/b/a/ SBC Ohio ("SBC"), and the Metropolitan Dayton Educational Cooperative Association ("MDECA"). Most of the contracts with MDECA are generally referred to within SBC as "Confirmation of Service Orders" (or "CSOs"). With CSOs, a customer receives the service pursuant to the terms and conditions of the published state tariff, but makes a commitment for a specific term (*i.e.*, 12, 24, 36, 60 months, etc.) in order to take advantage of certain discounted rates. Where the service is a new service for the customer, the SBC practice is that the customer will generally sign the contract prior to the actual date of installation of the service. As such, the CSO contract is effective upon signature unless otherwise stated; however, the term of the contract does not commence until service is actually installed and service commences (the "Cutover Date"). In the case where service is already in existence and currently provided via an SBC contract, the renewal contract generally runs from the date of last signature, unless otherwise stated in the contract or any amendment or rider thereto, including but not limited to the SBC E-Rate Rider.

In addition to CSO contracts, SBC also provides network services via another, more customized agreement - the Individual Case Basis ("ICB") process. ICB contracts follow the same process as CSO contracts in that there is an effective date (date of last signature) and a separate Cutover Date (Installation Date). The "term" of the ICB contract commences on the date of Cutover/Installation of service; however, this is generally clearly stated in the ICB contract, as this is a more detailed contract, rather than the CSO, which confirms terms and conditions of the published tariff.

Although SBC's practice regarding term is not clearly stated in CSO contracts, the practice outlined above is policy within SBC.

If you have any further questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Beatrice James-Moore". The signature is written in a cursive, flowing style.



Amanda Harris
Senior Account Manager

SBC Global Services Inc
3233 Woodman Drive
Room 115
Kettering, OH 45420
Phone: (937) 296-3563
Fax: (937) 296-3737

August 24, 2005

Mr. Jerry C Woodyard
Executive Director
Metropolitan Dayton Educational Cooperative Association
225 Linwood Street
Dayton, Ohio 45405

Re: Effective and Termination Dates for SBC Contracts

Dear Mr. Woodyard:

Enclosed herewith is a list of the CSO contracts in effect with MDECA for 471 APPLICATION #389344 (Billed Entity #151340) This list of FRNS and BTNS, originally provided by MDECA has been modified by SBC to include the circuit ID and contract end date as verified in the SBC ACIS BI, system by Customer Advocate Pamela Wright.

<u>FRN</u>	<u>ACCOUNT NUMBER</u>	<u>CIRCUIT ID</u>	<u>CONTRACT END DATE</u>
1150451	937 R01-3055 010 9	.DHZA.580893..OB	9/19/2005
1150460	937 R01-3061 010 1	.DHZA.580968..OB	10/16/2005
1150465	937 R01-3058 010 6	.DHZA.580955..OB	10/19/2005
1150472	937 R01-3045 010 2	.DHZA.580798..OB	9/19/2005
1150479	937 R01-3062 010 1	.DHZA.580968..OB	10/16/2005
1150487	937 R01-3063 010 9	.DHZA.580976..OB	10/16/2005
1150493	937 R01-3047 010 0	.DHZA.580804..OB	9/2/2005
1150501	937 R01-3059 010 5	.DHZA.580957..OB	11/27/2005
1150508	937 R01-3052 010 2	.DHZA.580886..OB	8/29/2005
1150515	937 R01-3531 013 7	.DHZA.025211..OB	11/17/2005
1150523	937 R01-3057 010 7	.DHZA.580925..OB	9/5/2005
1150528	937 R01-3046 010 1	.DHZA.580801..OB	9/2/2005
1150546	937 R01-3595 015 5	.DHZA.591842..OB	12/14/2005
1151834	937 R01-3529 015 6	.DHZA.010312..OB	01/15/2006
1151837	937 R01-3567 015 9	.DHZA.591235..OB	1/15/2006
1151840	937 R01-3515 015 2	.DHZA.589112..OB	11/27/2005
1151851	937 R01-2317 013 9	.DHZA.570594..OB	2/23/2005
1151861	937 R01-5444 688 7	.DHZA.670994..OB	11/16/2006
1151867	937 R93-1747 744 8	81.DHZA.531186..OB	8/6/2006

If you have any further questions or comments, please do not hesitate to call.

Sincerely,



Administrator's Decision on Appeal – Funding Year 2004-2005

July 29, 2005

Jerry C. Woodyard
Metropolitan Dayton Education Cooperative Association
225 Linwood Street
Dayton, OH 45405

Re: Applicant Name: METROPOLITAN DAYTON
EDUCATIONAL COOPERATIVE
ASSOCIATION
Billed Entity Number: 151340
Form 471 Application Number: 389344
Funding Request Number(s): 1151843, 1151856, 1151863, 1151871, 1150451,
1150460, 1150465, 1150472, 1150479, 1150487,
1150493, 1150501, 1150508, 1150515, 1150523,
1150528, 1150546, 1151834, 1151837, 1151840,
1151851, 1151861, 1151867
Your Correspondence Dated: February 03, 2005

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2004 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1151843, 1151856, 1151863, 1151871
Decision on Appeal: **Approved**
Explanation:

- Your appeal has brought forward persuasive information that the contract end date on the funding requests cited above should be returned to the original date listed on the Form 471.

Funding Request Number(s): 1150451, 1150460, 1150465, 1150472, 1150479,
1150487, 1150493, 1150501, 1150508, 1150515,

1150523, 1150528, 1150546, 1151834, 1151837,
1151840, 1151851, 1151861, 1151867

Decision on Appeal:

Denied

Explanation:

- On appeal, you point out that although the FCDL comments state, "Approved as submitted", the contract end dates for multiple FRNs were changed. This resulted in a shorter contract term and hence, a reduction in funding. You are appealing the decision to change the contract end dates. You explain that the service provider holds the school financially responsible for the full term of the contract beginning with the service installation or start date, not the signature date. You believe the changes made by PIA are incorrect and you would like to have the contract end dates moved back to the original submission as indicated in the chart you provided in your appeal letter.
- During the appeal review, it was noticed that PIA did amend the contract end date for these funding requests as indicated in your appeal letter. This did result in a reduction of the funding request amount. Therefore, the FCDL comment of, "Approved as submitted" was incorrect. The correct comment should have said, "Approved, modified by SLD. The dollars requested were changed to reflect the correct number of months based on the contract award date, the contract expiration date, and the service start date."

During PIA review, you provided copies of the complete contracts to the SLD for review. During this appeal review, every line of these contracts were read to determine the appropriate contract end dates. Standard practice is for the contract end date to be the contract award date plus the term of the contract. There are some contracts that indicate the term of the contract will begin with the service start date or the service installation date. However, there is no indication in the body of the provided contracts or the term/signature pages that the term of the contract is anything other than from the signature date of the contract. You have not provided any documentation from the service provider to support your position. Thus, you have not brought forward any evidence on appeal to indicate that the contract end date should not be the term of the contract beginning with the signature date. Hence, the appeal is denied.

Since the Administrator's Decision on Appeal approves additional funding for your application, SLD will issue a Revised Funding Commitment Decision Letter (RFCDL) to you and to each service provider that will provide the services approved for discounts in this letter. SLD will issue the RFCDL to you as soon as possible. The RFCDL will inform you of the precise dollar value of your approved funding request. As you await the RFCDL, you may share this Administrator's Decision on Appeal with the relevant service provider(s).

If the original FCDL approved funding in part for the services covered by this appeal, the 120-day deadline for filing Forms 486 is determined based on the date of the original FCDL that approved funding for the request(s). However, if the original FCDL denied

funding for the services covered by this appeal, Forms 486 cannot be filed until you have received your RFCDL.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or cancelled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

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

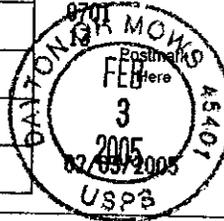
Schools and Libraries Division
Universal Service Administrative Company

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7004 1160 0001 5642 7921

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 Letter of Appeal - Schools & Libraries Div
 Street, Apt. No.,
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 City, State, ZIP+4
 Whippany NJ 07981

PS Form 3800, June 2002

See Reverse for Instructions

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Letter of Appeal
 Schools and Libraries Division
 Box 125 - Correspondence Unit
 80 South Jefferson Road
 Whippany, NJ 07981

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FEB 7 2005

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Metropolitan Dayton Educational Cooperative Association

225 Linwood Street
Dayton, Ohio 45405

Phone: (937) 223-1112
Fax: (937) 223-2385

February 03, 2005

Letter of Appeal
Schools and Libraries Division
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

To Whom It May Concern:

This **letter of appeal** is in response to the Funding Commitment Decision Letter, dated January 11, 2005, for the following application:

Form 471 Application Number: 389344
Funding Year 2004: 07/01/2004 – 06/30/2005
Billed Entity Number: 151340
Billed Entity Name: Metropolitan Dayton Educational Cooperative Association
Applicant's Form Identifier: MDECA471NP2004

If it is necessary to discuss this appeal, please contact the following person:

Name: Tammy Watson	Telephone Number: (937) 223-4980
Address: c/o MDECA	Fax Number: (937) 223-2385
225 Linwood Street	E-mail Address: watson@mdeca.org
Dayton, OH 45405	

We are appealing the funding decisions made on **twenty-three (23)** Funding Request Numbers (FRNs) included in 471 Application Number 389344 because we believe the SLD erred in its initial review.

Explanation of appeal:

The twenty-three (23) FRNs under appeal were listed on the Funding Commitment Decision Letter with “Funding Status: Funded” and “Funding Commitment Decision: (amount) – FRN approved as submitted”. **These twenty-three (23) FRNs were NOT approved as submitted.** The contract expiration dates were questioned by the PIA reviewer due to the fact that the contract expiration dates were different than the contract expiration dates reported for the corresponding FRNs from the previous year’s (Program Year 2003) 471 application #338994. The PIA reviewer changed the contract expiration dates based on what we believe was a misinterpretation of 1) the contract expiration dates reported for these FRNs and 2) the documentation we submitted for PIA review. We do **not** agree with the decision of PIA reviewer to change the contract expiration dates, which resulted in a lower funding commitment than originally requested for eighteen (18) of the twenty-three (23) FRNs; therefore, we are submitting this appeal for your review.

Following are the twenty-three (23) FRNs we are submitting for appeal based on the above:

FRN	DATA FROM 471 APPLICATION SUBMITTED 02/03/2004		DATA FROM FCDL DATED 01/11/2005		DIFFERENCE
	Contract Expiration Date	Funding Commitment Request	Contract Expiration Date	Funding Commitment Decision	Amount of Appeal
1150451	09/18/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150460	10/15/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150465	10/18/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150472	09/18/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15



Letter of Appeal, 02/03/2005, 471 application #389344, entity #151340 – Page 2 of 3

Continued...

FRN	DATA FROM 471 APPLICATION SUBMITTED 02/03/2004		DATA FROM FCDL DATED 01/11/2005		DIFFERENCE
	Contract Expiration Date	Funding Commitment Request	Contract Expiration Date	Funding Commitment Decision	Amount of Appeal
1150479	10/15/2005	\$1,466.77	01/10/2005	\$855.62	\$611.15
1150487	10/16/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150493	09/01/2005	\$1,848.76	01/10/2005	\$1,078.44	\$770.32
1150501	11/26/2005	\$1,695.96	01/10/2005	\$989.31	\$706.65
1150508	08/28/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150515	11/16/2005	\$1,144.68	01/10/2005	\$667.73	\$476.95
1150523	09/04/2005	\$621.00	01/10/2005	\$362.25	\$258.75
1150528	09/01/2005	\$1,772.36	01/10/2005	\$1,033.88	\$738.48
1150546	12/13/2005	\$1,925.16	01/10/2005	\$1,123.01	\$802.15
1151834	01/13/2006	\$1,466.77	01/10/2005	\$855.62	\$611.15
1151837	01/14/2006	\$1,543.17	01/10/2005	\$900.18	\$642.99
1151840	11/26/2005	\$2,001.55	01/10/2005	\$1,167.57	\$833.98
1151851	02/22/2005	\$763.12	01/06/2005	\$667.73	\$95.39
1151871	10/08/2005	\$1,879.56	01/22/2005	\$1,096.41	\$783.15

Please note that for the following five FRNs included in this appeal, funding was not lowered for Program Year 2004 by the PIA reviewer's decision to change the contract expiration date. However, we do believe the contract expiration dates should be changed back to the contract expiration dates originally reported on our 471 application #389344:

1151843	07/25/2004	\$160.43	07/24/2004	\$160.43	\$0.00
1151856	09/05/2006	\$1,523.52	06/22/2006	\$1,523.52	\$0.00
1151861	11/15/2006	\$1,242.00	10/17/2006	\$1,242.00	\$0.00
1151863	03/27/2007	\$2,001.00	01/11/2007	\$2,001.00	\$0.00
1151867	08/06/2006	\$687.57	01/22/2006	\$687.57	\$0.00

Please note that our request/basis for appeal is supported by the following information, which was previously provided to the PIA reviewer:

- 1) Reported contract expiration date changed from Program Year 2003 to Program Year 2004 based upon the actual installation date of service. The service provider holds us contractually liable for the length of the contract (ie, 60 months) from the date the service is actually installed, not from the date the contract is originally signed. Thus, we entered the corrected contract expiration date of the Program Year 2004 471 application to reflect the actual contract ending date. We provided the PIA reviewer with copies of contracts and copies of the initial invoices for services to verify the service installation dates for all twenty-three (23) of these FRNs.
- 2) PIA reviewers that reviewed our 471 applications for Program Year 2002 (471 application #294631 – reviewed by Greg Kostyak 09/2002) and Program Year 2003 (471 application #338994 – reviewed by Jane Giancamillo) approved FRNs as submitted that involved the same type of correction of the contract expiration date. In addition, we had previously checked with the SLD's Technical Services Department (Debbie 01/27/2003), and were advised that it was okay to change the contract expiration dates in order to report accurate information. Approval for Program Year 2002 and Program Year 2003 set a precedent, upon which we relied in preparing Form 471 application #389344, including the reporting of corrected contract expiration dates.



Metropolitan Dayton Educational Cooperative Association

225 Linwood Street
Dayton, Ohio 45405

Phone: (937) 223-1112
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Letter of Appeal, 02/03/2005, 471 application #389344, entity #151340 – Page 3 of 3

Continued...

- 3) In addition, the Metropolitan Dayton Educational Cooperative Association posts a 470 on the SLD website on an annual basis, offering service providers the opportunity to bid on all current and new services. At the time of filing 471 application #389344, the latest posted 470 application number was 168310000473109, certified on 12/04/2003. We did not receive any new bids for the services relating to these twenty-three (23) FRNs.

Please note that during PIA review of 471 application #389344, we advised the PIA reviewer that if needed, we could request additional written documentation from the service provider to support the contract expiration dates reported. The PIA reviewer did not ask for us to provide such additional documentation.

Documentation enclosed for appeal:

- 1) For each of the twenty-three (23) funding requests numbers included in this section of the appeal, attached please find the following documentation:
 - a) Copy of original 471 application #389344 FRN entry, with the contract expiration date we reported.
 - b) Copy of the Funding Commitment Decision Letter for each FRN entry, with the contract expiration date listed as changed by the SLD during PIA review.
 - c) Copy of the original contract for the FRN.
 - d) Copy of the original service provider invoice for the FRN, verifying installation date of service.
- 2) Fax/e-mail correspondence from the Metropolitan Dayton Educational Cooperative Association to the SLD's PIA Team explaining the corrected contract expiration dates. Please note that due to the large volume of documentation originally submitted to the PIA Team for review of 471 application #389344, we are only including documentation relative to the FRNs under appeal.

Action requested by appeal:

We are requesting that the SLD review our appeal and change the contract expiration dates on the twenty-three (23) listed FRNs back to the original contract expiration dates we reported on 471 application #389344, thus approving the additional funding listed in the "Amount of Appeal" Column" (pages 1 and 2).

Please note that we have already filed the Form 486 for all FRNs included in 471 application #38944 for services that have started (including the twenty-three FRNs in this appeal). We contacted the SLD (Amy Freeze, 01/24/2005, Case #21-198114) to ensure that filing the Form 486 was appropriate for FRNs under appeal, and we were advised to go ahead and file the Form 486.

Your consideration of our appeal is greatly appreciated. We have made a diligent and genuine effort to abide by the rules and requirements of the E-Rate Program. Please contact us immediately if additional information or documentation is required.

Sincerely,

Jerry C. Woodyard
Executive Director
(937) 223-4980

Enclosures (154 pages)

23i. Total program year pre-discount amount (23e + 23h): \$4,800.00
23j. % discount (from Block 4): 46
23k. Funding Commitment Request (23i x 23j): \$2,208.00

FRN: 1109731 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 168310000473109
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 614 R90-0332 657 6	16. Billing Account Number: 614 R90-0332 657 6
17. Allowable Contract Date: 12/23/2003	18. Contract Award Date: 02/16/1996
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 02/16/2006	
21. Attachment #: INCAR	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$400.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$400.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,800.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$4,800.00	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$2,208.00	

FRN: 1150451 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3055 010 9	16. Billing Account Number: 937 R01-3055 010 9
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/18/2005	
21. Attachment #: DAYCA	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FRN: 1150460 FCDL Date:		Letter of Appeal
11. Category of Service: Internet Access		471 Application #389344 (FRN 1150451)
13. SPIN: 143001688		Metropolitan Dayton Educational Cooperative Association
15. Contract Number: 937 R01-3061 010 1		Entity #151340
17. Allowable Contract Date: 01/06/2000		Contact: Jerry C. Woodyard Phone (937) 223-4980
19a. Service Start Date: 07/01/2004		19b. Service End Date:

FUNDING COMMITMENT REPORT

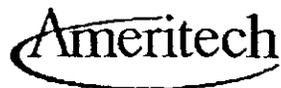
Form 471 Application Number: 389344
 Funding Request Number: 1150451 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3055 010 9
 Billing Account Number: 937 R01-3055 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150460 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3061 010 1
 Billing Account Number: 937 R01-3061 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - FRN approved as submitted

Funding Request Number: 1150465 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3058 010 6
 Billing Account Number: 937 R01-3058 010 6
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150472 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3045 010 2
 Billing Account Number: 937 R01-3045 010 2
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Letter of Appeal
 471 Application #389344 (FRN 1150451)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



3

**Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provide^d termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals.

1 Monthly extension rates will apply for DS3 Service.

2 If termination occurs within the first year 12 month rates will apply.

3 For DS3 Service 85 percent will apply.

Letter of Appeal

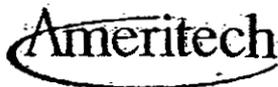
471 Application #389344 (FRN 1150451)

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150451



4

Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1: X	DS3 ⁴	
Order Type:	New: X	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:					Existing Circuit ID:			
Term Plan:	12 Mo.	36 Mo.	60 Mo. X	84 Mo. ⁵	120 Mo. ⁶	Requested Installation Date:		
Monthly Charges: \$265.72		Non Recurring Charges: \$280.00			Circuit Quantity: 1	# Multipoint Locations:		
Service Location No. 1: 201 RIVERSIDE DR. DAYTON, OH 45405				Service Location No. 2: 3805 KINGS HWY. DAYTON, OH 45406				

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

AMERITECH

Jerry C. Woodyard
Authorized Customer Signature

Authorized Ameritech Signature

Jerry C Woodyard
Print Name and Title

Print Name and Title

01/10/2000
Date

Date

AMERITECH CONTACT INFORMATION

MDECA
Company Name

ANITA LEYES H583645

201 RIVERSIDE DR.

Ameritech Sales Representative Name Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

DAYTON, OH 45405

Company

City, State and Zip Code

1940 W. DOROTHY LANE

JERRY WOODYARD

Street Address

Customer Contact

DAYTON OH 45439

937 223 4980

City State and Zip Code

Contact Phone Number

937 294 5900

Phone Number

937 297 5363

Existing Billing Account Number (if applicable)

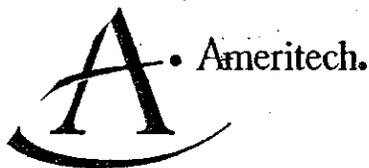
Fax Number

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc

⁴ DS3 is not a standard tariff offering in Wisconsin.
⁵ Indiana only
⁶ Indiana only

Letter of Appeal
471 Application #389344 (FRN 1150451)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150451



METROPOLITAN DENTAL
 EDUCATIONAL COOP ASSN
 201 RIVERSIDE DR
 DAYTON, OH 45405-4963

Page 1 of 2
 Account Number 937 R01-3055 0109
 Billing Date Oct 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01305510

5

Monthly Statement

Sep 2 - Oct 1, 2000

9100

Bill-At-A-Glance

Previous Bill	00
Payment	00
Adjustments	00
Balance	00
Current Charges	670.63
Total Amount Due	\$670.63
Amount Due in Full By	Oct 20, 2000

Ameritech Local Service

Monthly Service - Oct 1 thru Oct 31
 Monthly Charges 265.72

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

Item No.	Description	Quantity	USOC	Monthly Charges
Date: Sep 19, 2000				
Order Number: N1303497785				
Special Services:				
Circuit Number: DHZA.580893..OB				
Charges for Establishing New Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Services Established:				
(Monthly Charges are Prorated from Sep 20, 2000 to Billing Date, Oct 1, 2000)				
3.	Channel Mileage Termination	2 CZ4X3	99.20	36.37
4.	Channel Mileage	3 1YZX3	41.52	15.22

Dayton Cathol

Billing Summary

Questions? Call:

Ameritech Local Service	670.63
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	670.63

Circuit Location: 3				
3805 KINGS HWY				
DAYTON OH				
Services Established:				
(Monthly Charges are Prorated from Sep 20, 2000 to Billing Date, Oct 1, 2000)				
5.	Local Distribution Channel	1 TZ4X3	125.00	45.83
Total Charges for Circuit Number: DHZA.580893..OB				
Total Charges for Order Number: N1303497785				
Total Other Charges and Credits				
				479.42
				479.42

Local, State and Federal Charges

Ohio Educational Discount	74.51CR
Total Ameritech Local Service Charges	670.63

034-14

9 months, 10 days
 $340.40 \times 9 = 3063.60$
 $340.40 / 30 = 11.34 \times 10 = 113.40$

\$ 3177.00

News You Can Use - Summary

- EDUCATIONAL DISCOUNT
 - PAYMENT & INQUIRIES
 - NEW 234 OVERLAY
 - WWW.SMARTPAGES.COM
- See 'News You Can Use' for additional information

Return bottom portion with your check in the enclosed envelope

FRN 1150451

Letter of Appeal
 471 Application #389344 (FRN 1150451)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

6

23i. Total program year pre-discount amount (23e + 23h): \$4,800.00
23j. % discount (from Block 4): 46
23k. Funding Commitment Request (23i x 23j): \$2,208.00

FRN: 1109731 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 168310000473109
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 614 R90-0332 657 6	16. Billing Account Number: 614 R90-0332 657 6
17. Allowable Contract Date: 12/23/2003	18. Contract Award Date: 02/16/1996
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 02/16/2006	
21. Attachment #: INCAR	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$400.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$400.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,800.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$4,800.00	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$2,208.00	

FRN: 1150451 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3055 010 9	16. Billing Account Number: 937 R01-3055 010 9
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/18/2005	
21. Attachment #: DAYCA	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (2	Letter of Appeal
23j. % discount (from Block 4): 46	471 Application #389344 (FRN 1150460)
23k. Funding Commitment Request (23i x 23j):	Metropolitan Dayton Educational Cooperative Association Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1150460 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3061 010 1	16. Billing Account Number: 937 R01-3061 010 1
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:

20. Contract Expiration Date: 10/15/2005	
21. Attachment #: IMMAC	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,144.68	

FRN: 1150465 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3058 010 6	16. Billing Account Number: 937 R01-3058 010 6
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/18/2005	
21. Attachment #: MERCY	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FRN: 1150472 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3045 010 2	16. Billing Account Number: 937 R01-3045 010 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/18/2005	
21. Attachment #: PREC	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

Letter of Appeal
471 Application #389344 (FRN 1150460)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

8

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344
 Funding Request Number: 1150451 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3055 010 9
 Billing Account Number: 937 R01-3055 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - ERN approved as submitted

Funding Request Number: 1150460 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3061 010 1
 Billing Account Number: 937 R01-3061 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - ERN approved as submitted

Funding Request Number: 1150465 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3058 010 6
 Billing Account Number: 937 R01-3058 010 6
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - ERN approved as submitted

Funding Request Number: 1150472 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3045 010 2
 Billing Account Number: 937 R01-3045 010 2
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - ERN approved as submitted

Letter of Appeal
 471 Application #389344 (FRN 1150460)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



9

**Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals.

- 1 Monthly extension rates will apply for DS3 Service
- 2 If termination occurs within the first year 12 month rates will apply
- 3 For DS3 Service 85 percent will apply.

Letter of Appeal

471 Application #389344 (FRN 1150460)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150460 Page . . .



Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1: X	DS3 ⁴ :	
Order Type:	New: X	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:					Existing Circuit ID:			
Term Plan:	12 Mo.	36 Mo.	60 Mo. X	84 Mo. ⁵	120 Mo. ⁶	Requested Installation Date:		
Monthly Charges: \$207.37			Non Recurring Charges: \$280.00			Circuit Quantity: 1	# Multipoint Locations:	
Service Location No. 1: 201 RIVERSIDE DR. DAYTON, OH 45405					Service Location No. 2: 2268 S. SMITHVILLE RD. DAYTON, OH 45420			

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

Jerry C Woodyard
 Authorized Customer Signature

Jerry C Woodyard
 Print Name and Title

01/10/2000
 Date

MDECA

Company Name

201 RIVERSIDE DR.

Billing Address

DAYTON, OH 45405

City, State and Zip Code

JERRY WOODYARD

Customer Contact

937 223 4980

Contact Phone Number

Existing Billing Account Number (if applicable)

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Company in Michigan; The Ohio Bell Telephone Company in Ohio, and Wisconsin Bell in Wisconsin.

⁴ DS3 is not a standard tariff offering in Wisconsin.

⁵ Indiana only

⁶ Indiana only

AMERITECH

Authorized Ameritech Signature

Print Name and Title

Date

AMERITECH CONTACT INFORMATION

ANITA LEYES

Ameritech Sales Representative Name

H583645

Sales Code

EXECUTONE OF DAYTON, INC.

Company

1940 W. DOROTHY LANE

Street Address

DAYTON OH 45439

City State and Zip Code

937 294 5900

Phone Number

937 297 5363

Fax Number

Letter of Appeal

471 Application #389344 (FRN 1150460)

Metropolitan Dayton Educational Cooperative Association
 Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150460



METROPOLITAN DENTAL
 EDUCATIONAL COOP ASSN
 201 RIVERSIDE DR
 DAYTON, OH 45405-4963

Page 1 of 2
 Account Number 937 R01-3061 010 1
 Billing Date Nov 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01306111



Monthly Statement

Oct 2 - Nov 1, 2000

9100 Immaculate
 Conception

Bill-At-A-Glance

Previous Bill	00
Payment	00
Adjustments	00
Balance	00
Current Charges	617.53
Total Amount Due	617.53
Amount Due in Full By	Nov 18, 2000

Ameritech Local Service

Monthly Service - Nov 1 thru Nov 30
 Monthly Charges 207.37

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

Item No.	Description	Quantity	USOC	Monthly Charges
* Date: Oct 16, 2000				
Order Number: N1303497790				
Special Services:				
Circuit Number: DHZA.580968.0B				
Charges for Establishing New Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Services Established:				
(Monthly Charges are Prorated from Oct 17, 2000 to Billing Date, Nov 1, 2000)				
3.	Channel Mileage Termination	2	CZ4X2	49.60 23.15
4.	Channel Mileage	3	IYZX2	41.52 19.38

Billing Summary

Questions? Call:

Ameritech Local Service	617.53
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	617.53

Circuit Location: 3

2268 S SMITHVILLE RD
 DAYTON OH

Services Established:

(Monthly Charges are Prorated from Oct 17, 2000 to Billing Date, Nov 1, 2000)

5.	Local Distribution Channel	1	TZ4X2	116.25	54.25
Total Charges for Circuit Number: DHZA.580968.0B					478.78
Total Charges for Order Number: N1303497790					478.78
Total Other Charges and Credits					478.78

Local, State and Federal Charges

Ohio Educational Discount 68.62CR

Total Ameritech Local Service Charges 617.53

186.63

FRN 1150460

~~20 1.892 8 months = 2303~~
~~[52.89/30] * 13 days = 124.6~~
 9.59 per day
 2427

News You Can Use - Summary

- EDUCATIONAL DISCOUNT
 - PAYMENT & INQUIRIES
 - NEW ISDN OFFERING
- See "News You Can Use" for additional information

Return bottom portion with your check in the enclosed envelope.

Letter of Appeal

471 Application #389344 (FRN 1150460)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

12

20. Contract Expiration Date: 10/15/2005	
21. Attachment #: IMMAC	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$00	23g. Ineligible non-recurring amt.: \$00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$000	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,144.68	

FRN: 1150465 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3058 010 6	16. Billing Account Number: 937 R01-3058 010 6
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/18/2005	
21. Attachment #: MERCY	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$00	23g. Ineligible non-recurring amt.: \$00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$000	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FRN: 1150472 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3045 010 2	16. Billing Account Number: 937 R01-3045 010 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/18/2005	
21. Attachment #: PREC	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$00	23g. Ineligible non-recurring amt.: \$00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$000	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

Letter of Appeal

471 Application #389344 (FRN 1150465)

Metropolitan Dayton Educational Cooperative Association
Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

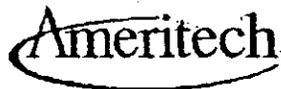
Form 471 Application Number: 389344
 Funding Request Number: 1150451 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3055 010 9
 Billing Account Number: 937 R01-3055 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150460 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3061 010 1
 Billing Account Number: 937 R01-3061 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - FRN approved as submitted

Funding Request Number: 1150465 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3058 010 6
 Billing Account Number: 937 R01-3058 010 6
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150472 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3045 010 2
 Billing Account Number: 937 R01-3045 010 2
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Letter of Appeal
 471 Application #389344 (FRN 1150465)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



14

Confirmation of Service Order - General Business Services

Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or propo

Letter of Appeal
471 Application #389344 (FRN 1150465)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

1 Monthly extension rates will apply for DS3 Service.
2 If termination occurs within the first year 12 month rates will apply.
3 For DS3 Service 85 percent will apply

FRN 1150465



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Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1:	DS3 ⁴ :	
Order Type:	New:	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:						Existing Circuit ID:		
Term Plan:	12 Mo.	36 Mo.	60 Mo.	84 Mo. ⁵	120 Mo. ⁶	Requested Installation Date:		
Monthly Charges:		Non Recurring Charges:			Circuit Quantity:	# Multipoint Locations:		
\$265.72		\$280.00			1			
Service Location No. 1: 201 RIVERSIDE DR. DAYTON, OH 45405-				Service Location No. 2: 545 ODUN DR. DAYTON, OH 45405-				

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

AMERITECH

Jerry C. Woodyard
Authorized Customer Signature

Authorized Ameritech Signature

Jerry C. Woodyard
Print Name and Title

Print Name and Title

01/10/2000
Date

Date

MDECA

AMERITECH CONTACT INFORMATION

Company Name

ANITA LEYES H583645

201 RIVERSIDE DR.

Ameritech Sales Representative Name Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

DAYTON, OH 45405

Company

City, State and Zip Code

1940 W. DOROTHY LANE

JERRY WOODYARD

Street Address

Customer Contact

DAYTON OH 45439

937 223 4980

City State and Zip Code

Contact Phone Number

937 294 5900

Phone Number

937 297 5363

Existing Billing Account Number (if applicable)

Fax Number

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois, Indiana Bell Telephone Company in Michigan, The Ohio Bell Telephone Company in Ohio, and Wisconsin Bell in Wisconsin.

⁴ DS3 is not a standard tariff offering in Wisconsin.

⁵ Indiana only.

⁶ Indiana only.

Letter of Appeal

471 Application #389344 (FRN 1150465)

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150465



METROPOLITAN DENTAL
EDUCATIONAL COOP ASSN
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 1 of 2
Account Number 937 R01-3058 010 6
Billing Date Nov 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01305811

16

Monthly Statement

Oct 2 - Nov 1, 2000

Bill At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	670.63
Total Amount Due	\$670.63
Amount Due in Full By	Nov 18, 2000

Billing Summary

Questions? Call:

Ameritech Local Service	670.63
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	670.63

039.14

Ameritech Local Service

Monthly Service - Nov 1 thru Nov 30

Monthly Charges 265.72

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

No.	Description	Quantity	USOC	Monthly Charges
-----	-------------	----------	------	-----------------

Date: Oct 19, 2000

Order Number: N1303497787

Special Services:

Circuit Number: DHZA.580955..0B

Charges for Establishing New Service

1. Installation Serv Call Charge	2		102.00
2. Installation Charge			280.00

Services Established:

(Monthly Charges are Prorated from Oct 20, 2000 to Billing Date, Nov 1, 2000)

3. Channel Mileage Termination	2	CZ4X3	99.20	36.37
4. Channel Mileage	3	1YZX3	41.52	15.22

Circuit Location: 3

545 ODLIN AV
DAYTON OH

Services Established:

(Monthly Charges are Prorated from Oct 20, 2000 to Billing Date, Nov 1, 2000)

5. Local Distribution Channel	1	TZ4X3	125.00	45.83
Total Charges for Circuit Number: DHZA.580955..0B				479.42
Total Charges for Order Number: N1303497787				479.42
Total Other Charges and Credits				479.42

Local, State and Federal Charges

Ohio Educational Discount 74.51CR

Total Ameritech Local Service Charges 670.63

FRN 1150465

News You Can Use - Summary

- EDUCATIONAL DISCOUNT
- PAYMENT & INQUIRIES
- NEW ISDN OFFERING

See "News You Can Use" for additional information

Return bottom portion with your check in the enclosed envelope

Letter of Appeal

471 Application #389344 (FRN 1150465)

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

17

20. Contract Expiration Date: 10/15/2005	
21. Attachment #: IMMAC	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,144.68	

FRN: 1150465 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3058 010 6	16. Billing Account Number: 937 R01-3058 010 6
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/18/2005	
21. Attachment #: MERCY	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	Letter of Appeal
23j. % discount (from Block 4): 46	471 Application #389344 (FRN 1150472)
23k. Funding Commitment Request (23i x 23j): \$1,466.77	Metropolitan Dayton Educational Cooperative Association
	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1150472 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3045 010 2	16. Billing Account Number: 937 R01-3045 010 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/18/2005	
21. Attachment #: PREC	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FUNDING COMMITMENT REPORT

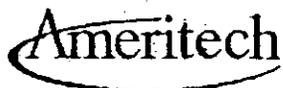
Form 471 Application Number: 389344
 Funding Request Number: 1150451 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3055 010 9
 Billing Account Number: 937 R01-3055 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150460 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3061 010 1
 Billing Account Number: 937 R01-3061 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - FRN approved as submitted

Funding Request Number: 1150465 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3058 010 6
 Billing Account Number: 937 R01-3058 010 6
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150472 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3045 010 2
 Billing Account Number: 937 R01-3045 010 2
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Letter of Appeal
 471 Application #389344 (FRN 1150472)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



19

**Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals.

- 1 Monthly extension rates will apply for DS3 Service
- 2 If termination occurs within the first year 12 month rates will
- 3 For DS3 Service 85 percent will apply.

Letter of Appeal
471 Application #389344 (FRN 1150472)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150472



20

Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Table with columns: Service Type, Base Rate Point to Point, Base Rate Multipoint, Fractional DS1-128, Fractional DS1-256, Fractional DS1-384, DS1, DS3, Order Type (New, Renewal, Change, Move, Add, Remove, Upgrade, Disconnect), Existing Contract No., Existing Circuit ID, Term Plan (12 Mo., 36 Mo., 60 Mo., 84 Mo., 120 Mo.), Requested Installation Date, Monthly Charges, Non Recurring Charges, Circuit Quantity, # Multipoint Locations, Service Location No. 1, Service Location No. 2.

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

AMERITECH

Signature of Jerry C. Woodyard
Authorized Customer Signature

Authorized Ameritech Signature

Print Name and Title: Jerry C Woodyard

Print Name and Title

Date: 01/10/2000

Date

MDECA

AMERITECH CONTACT INFORMATION

Company Name

ANITA LEYES H583645

201 RIVERSIDE DR.

Ameritech Sales Representative Name Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

DAYTON, OH 45405

Company

City, State and Zip Code

1940 W. DOROTHY LANE

JERRY WOODYARD

Street Address

Customer Contact

DAYTON OH 45439

937 223 4980

City State and Zip Code

Contact Phone Number

937 294 5900

Phone Number

937 297 5363

Fax

Existing Billing Account Number (if applicable)

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana B. Company in Michigan; The Ohio Bell Telephone Company in O

Letter of Appeal
471 Application #389344 (FRN 1150472)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

4 DS3 is not a standard tariff offering in Wisconsin
5 Indiana only
6 Indiana only

FRN 1150472



METROPOLITAN DENTAL
 EDUCATIONAL COOP ASSN
 201 RIVERSIDE DR
 DAYTON, OH 45405-4963

Page 1 of 2
 Account Number 937 R01-3095 810 2
 Billing Date Oct 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01304510

21

Monthly Statement

Sep 2 - Oct 1, 2000

9100

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	670.63
Total Amount Due	\$670.63
Amount Due in Full By	Oct 20, 2000

Ameritech Local Service

Monthly Service - Oct 1 thru Oct 31
 Monthly Charges 265.72

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

*

Item No.	Description	Quantity	USOC	Monthly Charges
Date: Sep 19, 2000				
Order Number: N130349779				
Special Services:				
Circuit Number: DHZA580798.OB				
Charges for Establishing New Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Services Established:				
(Monthly Charges are Prorated from Sep 20, 2000 to Billing Date, Oct 1, 2000)				
3.	Channel Mileage Termination	2	CZ4X3	99.20 36.37
4.	Channel Mileage	3	1YZX3	41.52 15.22

Precious Blood

Billing Summary

Questions? Call:

Ameritech Local Service	670.63
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	670.63

Q339.14

Circuit Location: 3
 4870 DENLINGER RD
 MADISON TWP OH

Services Established:
 (Monthly Charges are Prorated from Sep 20, 2000 to Billing Date, Oct 1, 2000)

5.	Local Distribution Channel	1	TZ4X3	125.00	45.83
Total Charges for Circuit Number: DHZA580798.OB					479.42
Total Charges for Order Number: N130349779					479.42
Total Other Charges and Credits					479.42

Local, State and Federal Charges

Ohio Educational Discount	74.51CR
Total Ameritech Local Service Charges	670.63

FRN 1150472

News You Can Use - Summary

- EDUCATIONAL DISCOUNT
 - PAYMENT & INQUIRIES
 - NEW 234 OVERLAY
 - WWW.SMARTPAGES.COM
- See "News You Can Use" for additional information

Letter of Appeal
 471 Application #389344 (FRN 1150472)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

Return bottom portion with your check in the enclosed envelope

U.S. Pat. D410,950
 and D414,510

Printed on Recycled Paper

22

FRN: 1150479 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3062 010 1	16. Billing Account Number: 937 R01-3062 010 1
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/15/2005	
21. Attachment #: QUEEN	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$00	23g. Ineligible non-recurring amt.: \$00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FRN: 1150487 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3063 010 9	16. Billing Account Number: 937 R01-3063 010 9
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/16/2005	
21. Attachment #: STHEL	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$00	23g. Ineligible non-recurring amt.: \$00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,144.68	

FRN: 1150493 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3047 010 0	16. Billing Account Number: 937 R01-3047 010 0
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	Letter of Appeal
20. Contract Expiration Date: 09/01/2005	471 Application #389344 (FRN 1150479)
21. Attachment #: STLUK	Metropolitan Dayton Educational Cooperative Association
23a. Monthly Charges: \$334.92	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344
 Funding Request Number: 1150479 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3062 010 1
 Billing Account Number: 937 R01-3062 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150487 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3063 010 9
 Billing Account Number: 937 R01-3063 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - FRN approved as submitted

Funding Request Number: 1150493 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3047 010 0
 Billing Account Number: 937 R01-3047 010 0
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$2,344.44
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$2,344.44
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$1,078.44 - FRN approved as submitted

Funding Request Number: 1150501 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3059 010 5
 Billing Account Number: 937 R01-3059 010 5
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$2,150.68
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$2,150.68
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$989.31 - FRN approved as submitted

Letter of Appeal
 471 Application #389344 (FRN 1150479)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



25

**Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location. Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

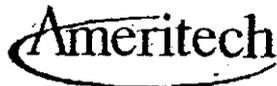
Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals.

Letter of Appeal
471 Application #389344 (FRN 1150479)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodward Phone (937) 223-4980

- 1 Monthly extension rates will apply for DS3 Service.
- 2 If termination occurs within the first year 12 month rates will apply.
- 3 For DS3 Service 85 percent will apply.

FRN 1150479



26

Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Table with columns for Service Type, Base Rate, Fractional DS1-128, Fractional DS1-256, Fractional DS1-384, DS1, DS3, Order Type, Existing Contract No., Existing Circuit ID, Term Plan, Monthly Charges, Non Recurring Charges, Circuit Quantity, # Multipoint Locations, and Service Location.

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

Jerry C. Woodyard
Authorized Customer Signature
Jerry C. Woodyard
Print Name and Title
01/10/2000
Date

AMERITECH

Authorized Ameritech Signature
Print Name and Title
Date

MDECA

Company Name
201 RIVERSIDE DR.
Billing Address
DAYTON, OH 45405
City, State and Zip Code
JERRY WOODYARD
Customer Contact
937 223 4980
Contact Phone Number

AMERITECH CONTACT INFORMATION

ANITA LEYES
Ameritech Sales Representative Name
H583645
Sales Code
EXECUTONE OF DAYTON, INC.
Company
1940 W. DOROTHY LANE
Street Address
DAYTON OH 45439
City State and Zip Code
937 294 5900
Phone Number
937 297 5363
Fax Number

Existing Billing Account Number (if applicable)

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Company in Michigan; The Ohio Bell Telephone Company in

4 DS3 is not a standard tariff offering in Wisconsin
5 Indiana only
6 Indiana only

Letter of Appeal
471 Application #389344 (FRN 1150479)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150479



METROPOLITAN DENTAL
 EDUCATIONAL COOP ASSN
 201 RIVERSIDE DR
 DAYTON, OH 45405-4963

Page 1 of 2
 Account Number 937 R01-3062 010 0
 Billing Date Nov 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01306211

24

Monthly Statement

Oct 2 - Nov 1, 2000

4100 Queen of Martyrs

Bill-At-A-Glance

Previous Bill	00
Payment	00
Adjustments	00
Balance	00
Current Charges	694.55
Total Amount Due	\$694.55
Amount Due in Full By	Nov 18, 2000

Ameritech Local Service

Monthly Service - Nov 1 thru Nov 30

Monthly Charges 265.72

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

Item No.	Description	Quantity	USOC	Monthly Charges
----------	-------------	----------	------	-----------------

Date: Oct 16, 2000

Order Number: N1303497791

Special Services:

Circuit Number: DHZA.580973..0B

Charges for Establishing New Service

1. Installation Serv Call Charge	2			102.00
2. Installation Charge				280.00
Services Established:				
(Monthly Charges are Prorated from Oct 17, 2000 to Billing Date, Nov 1, 2000)				
3. Channel Mileage Termination	2	CZ4X3	99.20	46.29
4. Channel Mileage	3	1YZX3	41.52	19.38

Circuit Location: 3

4128 CEDAR RIDGE RD
 DAYTON OH

Queen of Martyrs

Services Established:

(Monthly Charges are Prorated from Oct 17, 2000 to Billing Date, Nov 1, 2000)

5. Local Distribution Channel	1	TZ4X3	125.00	58.33
Total Charges for Circuit Number: DHZA.580973..0B				
Total Charges for Order Number: N1303497791				
Total Other Charges and Credits				506.00

Local, State and Federal Charges

Ohio Educational Discount 77.17CR

Total Ameritech Local Service Charges 694.55

Billing Summary

Questions? Call:

Ameritech Local Service	694.55
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	694.55

\$239.14

News You Can Use - Summary

EDUCATIONAL DISCOUNT • PAYMENT & INQUIRIES
 NEW ISDN OFFERING
 See 'News You Can Use' for additional information.

FRN 1150479

Letter of Appeal
 471 Application #389344 (FRN 1150479)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

Return bottom portion with your check in the enclosed envelope

27

FRN: 1150479 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3062 010 1	16. Billing Account Number: 937 R01-3062 010 1
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/15/2005	
21. Attachment #: QUEEN	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FRN: 1150487 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3063 010 9	16. Billing Account Number: 937 R01-3063 010 9
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/16/2005	
21. Attachment #: STHL	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,144.68	

FRN: 1150493 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3047 010 0	16. Billing Account Number: 937 R01-3047 010 0
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	Letter of Appeal
20. Contract Expiration Date: 09/01/2005	471 Application #389344 (FRN 1150487)
21. Attachment #: STLUK	Metropolitan Dayton Educational Cooperative Association
23a. Monthly Charges: \$334.92	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344
 Funding Request Number: 1150479 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3062 010 1
 Billing Account Number: 937 R01-3062 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

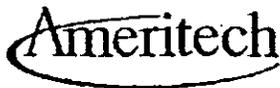
Funding Request Number: 1150487 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3063 010 9
 Billing Account Number: 937 R01-3063 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - FRN approved as submitted

Funding Request Number: 1150493 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3047 010 0
 Billing Account Number: 937 R01-3047 010 0
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$2,344.44
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$2,344.44
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$1,078.44 - FRN approved as submitted

Funding Request Number: 1150501 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3059 010 5
 Billing Account Number: 937 R01-3059 010 5
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$2,150.68
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$2,150.68
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$989.31 - FRN approved as submitted

Letter of Appeal

471 Application #389344 (FRN 1150487)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



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**Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

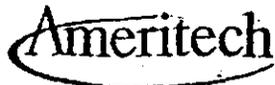
Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals.

1 Monthly extension rates will apply for DS3 Service.
2 If termination occurs within the first year 12 month rates will
3 For DS3 Service 85 percent will apply.

Letter of Appeal
471 Application #389344 (FRN 1150487)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150487



Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1:	DS3 ⁴ :	
	New: X	Renewal:	Change:	Move:	Add:	Remove: X	Upgrade:	Disconnect:
Existing Contract No:					Existing Circuit ID:			
Term Plan:	12 Mo.	36 Mo.	60 Mo. X	84 Mo. ⁵	120 Mo. ⁶	Requested Installation Date:		
Monthly Charges: \$207.37		Non Recurring Charges: \$280.00			Circuit Quantity: 50861	# Multipoint Locations:		
Service Location No. 1: <u>201 RIVERSIDE DR. DAYTON, OH 45405</u>				Service Location No. 2: <u>5000 BURKHARDT RD. DAYTON, OH 45431</u>				

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

Jerry C. Woodyard
 Authorized Customer Signature

Jerry C. Woodyard
 Print Name and Title

01/10/2000
 Date

MDECA
 Company Name

201 RIVERSIDE DR.
 Billing Address

DAYTON, OH 45405
 City, State and Zip Code

JERRY WOODYARD
 Customer Contact

937 223 4980
 Contact Phone Number

Existing Billing Account Number (if applicable)

AMERITECH

 Authorized Ameritech Signature

 Print Name and Title

 Date

AMERITECH CONTACT INFORMATION

ANITA LEYES H583645
 Ameritech Sales Representative Name Sales Code

EXECUTONE OF DAYTON, INC.
 Company

1940 W. DOROTHY LANE
 Street Address

DAYTON OH 45439
 City State and Zip Code

937 294 5900
 Phone Number

937 297 5363
 Fax Number

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Telephone Company in Indiana; The Ohio Bell Telephone Company in Ohio, and Wisconsin Bell Inc. in Wisconsin.

⁴ DS3 is not a standard tariff offering in Wisconsin.

⁵ Indiana only.

⁶ Indiana only.

Letter of Appeal
 471 Application #389344 (FRN 1150487)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150487



METROPOLITAN DENTAL
EDUCATIONAL COOP ASSN
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 1 of 2
Account Number 937 R013063 010 9
Billing Date Nov 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01306311



Monthly Statement

Oct 2 - Nov 1, 2000

9100 St. Helen

Bill-At-A-Glance	
Previous Bill	00
Payment	00
Adjustments	00
Balance	00
Current Charges	617.53
Total Amount Due	\$617.53
Amount Due in Full By	Nov 18, 2000

Ameritech Local Service	
Monthly Service - Nov 1 thru Nov 30	207.37
Monthly Charges	207.37

Other Charges and Credits
This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

*
Date: Oct 16, 2000
Order Number: N1303497792

Item No.	Description	Quantity	USOC	Monthly Charges
Special Services:				
Circuit Number: .DHZA.580976..OB				
Charges for Establishing New Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Services Established: (Monthly Charges are Prorated from Oct 17, 2000 to Billing Date, Nov 1, 2000)				
3.	Channel Mileage Termination	2	UZ4X2	49.60 23.15
4.	Channel Mileage	3	1YZX2	41.52 19.38

Billing Summary	
Questions? Call:	
Ameritech Local Service	617.53
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	617.53

Circuit Location: 3				
5086 BURKHARDT RD St. Helen				
RIVERSIDE OH				
Services Established: (Monthly Charges are Prorated from Oct 17, 2000 to Billing Date, Nov 1, 2000)				
5.	Local Distribution Channel	1	TZ4X2	116.25 54.25
Total Charges for Circuit Number: .DHZA.580976..OB 478.78				
Total Charges for Order Number: N1303497792 478.78				
Total Other Charges and Credits 478.78				

Local, State and Federal Charges	
Ohio Educational Discount	68.62CR
Total Ameritech Local Service Charges	617.53

St Helen
ISDN = 355-418

156-623

FRN 1150487

News You Can Use - Summary

- EDUCATIONAL DISCOUNT
 - PAYMENT & INQUIRIES
 - NEW ISDN OFFERING
- See "News You Can Use" for additional information

Letter of Appeal
471 Application #389344 (FRN 1150487)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Return bottom portion with your check in the enclosed envelope.

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FRN: 1150479 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3062 010 1	16. Billing Account Number: 937 R01-3062 010 1
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/15/2005	
21. Attachment #: QUEEN	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$265.72	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$265.72	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,188.64	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,188.64	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,466.77	

FRN: 1150487 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3063 010 9	16. Billing Account Number: 937 R01-3063 010 9
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/16/2005	
21. Attachment #: STHL	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	Letter of Appeal
23k. Funding Commitment Request (23i x 23j):	471 Application #389344 (FRN 1150493)
	Metropolitan Dayton Educational Cooperative Association
	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1150493 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3047 010 0	16. Billing Account Number: 937 R01-3047 010 0
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/01/2005	
21. Attachment #: STLUK	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$334.92	23b. Ineligible monthly amt.: \$0.00

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23c. Eligible monthly amt.: \$334.92	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,019.04	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$4,019.04	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,848.76	

FRN: 1150501 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3059 010 5	16. Billing Account Number: 937 R01-3059 010 5
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 11/26/2005	
21. Attachment #: STPET	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$307.24	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$307.24	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,686.88	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,686.88	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,695.96	

FRN: 1150508 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3052 010 2	16. Billing Account Number: 937 R01-3052 010 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/28/2005	
21. Attachment #: ASCEN	22. Block 4 Worksheet No.: 519400
23a. Monthly Charges: \$207.37	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$207.37	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,488.44	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,488.44	
23j. % discount (from Block 4): 46	
23k. Funding Commitment Request (23i x 23j): \$1,1	

Letter of Appeal
 471 Application #389344 (FRN 1150493)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1150515	FCDL Date:
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FUNDING COMMITMENT REPORT

Form 471 Application Number: 389344
 Funding Request Number: 1150479 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3062 010 1
 Billing Account Number: 937 R01-3062 010 1
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,860.04
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,860.04
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$855.62 - FRN approved as submitted

Funding Request Number: 1150487 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3063 010 9
 Billing Account Number: 937 R01-3063 010 9
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,451.59
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$1,451.59
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$667.73 - FRN approved as submitted

Funding Request Number: 1150493 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3047 010 0
 Billing Account Number: 937 R01-3047 010 0
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$2,344.44
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$2,344.44
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$1,078.44 - FRN approved as submitted

Funding Request Number: 1150501 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143001688 Service Provider Name: SBC Ohio
 Contract Number: 937 R01-3059 010 5
 Billing Account Number: 937 R01-3059 010 5
 Service Start Date: 07/01/2004
 Contract Expiration Date: 01/10/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$2,150.68
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$2,150.68
 Discount Percentage Approved by the SLD: 46%
 Funding Commitment Decision: \$989.31 - FRN approved as submitted

Letter of Appeal
 471 Application #389344 (FRN 1150493)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980



**Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SNET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges, provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location. Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs and catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposal: Letter of Appeal

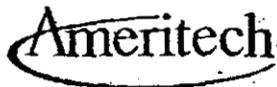
1 Monthly extension rates will apply for DS3 Service.

2 If termination occurs within the first year 12 month rates will apply

3 For DS3 Service 85 percent will apply.

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Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1150493



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Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Table with columns: Service Type, Base Rate Point to Point, Base Rate Multipoint, Fractional DS1-128, Fractional DS1-256, Fractional DS1-384, DS1, DS3, Order Type, Existing Contract No., Existing Circuit ID, Term Plan, Monthly Charges, Non Recurring Charges, Circuit Quantity, # Multipoint Locations, Service Location No. 1, Service Location No. 2.

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

AMERITECH

Serry C Woodyard
Authorized Customer Signature

Authorized Ameritech Signature

Serry C Woodyard
Print Name and Title

Print Name and Title

01/10/2000
Date

Date

AMERITECH CONTACT INFORMATION

MDECA

Company Name

ANITA LEYES H583645

201 RIVERSIDE DR.

Ameritech Sales Representative Name Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

DAYTON, OH 45405

Company

City, State and Zip Code

1940 W. DOROTHY LANE

JERRY WOODYARD

Street Address

Customer Contact

DAYTON OH 45439

937 223 4980

City State and Zip Code

Contact Phone Number

937 294 5900

Phone Number

937 297 5363

Fax Number

Existing Billing Account Number (if applicable)

Letter of Appeal

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Company in Michigan; The Ohio Bell Telephone Company in Ohio

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4 DS3 is not a standard tariff offering in Wisconsin.

5 Indiana only

6 Indiana only

FRN 1150493



METROPOLITAN DENTAL
EDUCATIONAL COOP ASSN
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 1 of 2
Account Number 937 R01-3047 010 0
Billing Date Oct 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01304710

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Monthly Statement

Sep 2 - Oct 1, 2000

9100 St. Luke

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	926.57
Total Amount Due	\$926.57
Amount Due in Full By	Oct 20, 2000

Ameritech Local Service

Monthly Service - Oct 1 thru Oct 31
Monthly Charges **334.92**

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

Item No.	Description	Quantity	USOC	Monthly Charges
Date: Sep 2, 2000				
Order Number: N1303497781				
Special Services:				
Circuit Number: DHZA.580804..OB				
Charges for Establishing New Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Services Established:				
(Monthly Charges are Prorated from Sep 3, 2000 to Billing Date, Oct 1, 2000)				
3.	Channel Mileage Termination	2	CZ4X3	99.20 92.59
4.	Channel Mileage	8	1YZX3	110.72 103.34

Billing Summary

Questions? Call:

Ameritech Local Service 926.57
1-800-480-8088
Repair Service:
1-800-480-8088
Telecommunications Relay System:
1-888-704-2082

Total of Current Charges 926.57

Circuit Location: 3
1442 N FAIRFIELD RD
BEAVERCREEK OH
Services Established:
(Monthly Charges are Prorated from Sep 3, 2000 to Billing Date, Oct 1, 2000)

5.	Local Distribution Channel	1	TZ4X3	125.00	116.67
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Total Charges for Circuit Number: DHZA.580804..OB 694.60
Total Charges for Order Number: N1303497781 694.60
Total Other Charges and Credits 694.60

Local, State and Federal Charges
Ohio Educational Discount 102.95CR

Total Ameritech Local Service Charges 926.57

382.77
301.42
St Luke
ESBD = 133.60

News You Can Use - Summary

- EDUCATIONAL DISCOUNT
 - NEW 234 OVERLAY
 - PAYMENT & INQUIRIES
 - WWW.SMARTPAGES.COM
- See "News You Can Use" for additional information

Return bottom portion with your check in the enclosed envelope

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Letter of Appeal
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