



Metropolitan Dayton Educational Cooperative Association

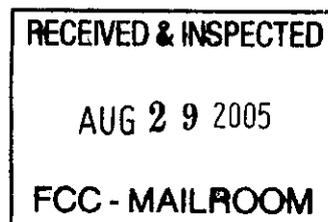
225 Linwood Street
Dayton, Ohio 45405

Phone: (937) 223-1112

Fax: (937) 223-2385

August 26, 2005

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



To Whom It May Concern:

DOCKET FILE COPY ORIGINAL

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

Enclosed please find two (2) Request for Reviews in response to the USAC Administrator's Decision on Appeal – Funding Year 2004-2005 for the following 471 applications:

Request for Review #1

Form 471 Application Number: 389346
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: MDECA471PUB2004

Request for Review #2

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

We are submitting the two (2) Request for Reviews at the same time because they contain the same set of circumstances; therefore, we thought the FCC may wish to review the two sets of documents at the same time.

For each Request for Review, we have enclosed the original request and four (4) additional copies – for a total of ten (10) documents included in this shipment. We have included a sheet of pink paper in between the two sets of documents for review.

Thank you,

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

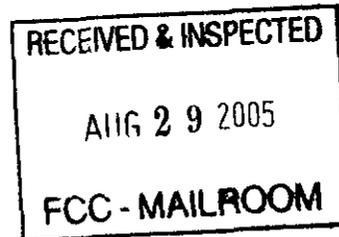


Metropolitan Dayton Educational Cooperative Association

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August 26, 2005



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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 June 29, 2005, which included a “Denied” decision on appeal for seven (7) Funding Request Numbers that are part of the following application:

Form 471 Application Number: 389346
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: MDECA471PUB2004

The seven (7) Funding Request Numbers for which we are submitting this Request for Review/Letter of Appeal are as follows: 1141307, 1148813, 1149559, 1149568
1149793, 1149803, 1149897

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

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 seven (7) Funding Request Numbers as listed above and included in our letter of appeal (dated January 29, 2005) to the Schools and Libraries Division. We request the FCC’s review of our appeal.

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



Metropolitan Dayton Educational Cooperative Association

225 Linwood Street
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Request for Review/Letter of Appeal, 08/26/2005, CC Docket No. 02-6, 471 application 389346, entity #151340 – Page 2 of 4

An explanation of our original appeal is provided in the USAC Administrator's Decision on Appeal – Funding Year 2004-2005 (dated June 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. Consequently, the appeal is denied.”



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Request for Review/Letter of Appeal, 08/26/2005, CC Docket No. 02-6, 471 application 389346, entity #151340 – Page 3 of 4

Following is a summary of the relevant data for the seven (7) Funding Request Numbers for which we are requesting a review. This summary was included in our original appeal to the SLD:

<u>FRN</u>	<u>DATA FROM 471 APPLICATION SUBMITTED 02/03/2004</u>		<u>DATA FROM FCDL DATED 12/03/2004</u>		<u>DIFFERENCE</u>
	<u>Contract Expiration Date</u>	<u>Funding Commitment Request</u>	<u>Contract Expiration Date</u>	<u>Funding Commitment Decision</u>	<u>Amount of Appeal</u>
1141307	09/11/2004	\$641.80	07/25/2004	\$213.93	\$427.87
1148813	12/01/2005	\$2,894.09	01/11/2005	\$1,688.22	\$1,205.87
1149559	08/20/2005	\$2,264.68	01/11/2005	\$1,321.06	\$943.62
1149568	09/24/2005	\$2,677.80	01/11/2005	\$1,562.05	\$1,115.75
1149793	09/11/2005	\$1,979.28	01/09/2005	\$1,154.58	\$824.70
1149803	10/17/2005	\$1,626.63	01/09/2005	\$948.87	\$677.76
1149897	07/20/2005	10,535.04	01/11/2005	\$6,145.44	\$4,389.60

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 seven (7) FRNs under appeal – 1 page. (NOT PREVIOUSLY PROVIDED WITH APPEAL TO THE SLD).*
- 2) *Letter dated 08/24/2005 from Amanda Harris, Senior Account Manager, SBC (service provider) verifying the contract end dates for the seven (7) FRNs under appeal – 1 page. Please note that for FRNs 1148813, 1149559, 1149568, 1149793, 1149803, and 1149897, SBC has reported the contract end (expiration) dates as one day past the date we reported on 471 application #389346. This is due to a difference in interpretation of the contract term. For FRN 1141307 we reported 09/11/2004 as the contract expiration date. This was a data entry error and should have been reported as 09/01/2004, which coincides with the 09/02/2004 date as verified by SBC. (NOT PREVIOUSLY PROVIDED WITH APPEAL TO THE SLD).*
- 3) Copy of USAC Administrator's Decision on Appeal – Funding Year 2004-2005 (dated June 29, 2005) – 3 pages.
- 4) Copy of the Metropolitan Dayton Educational Cooperative Association's Letter of Appeal to the SLD for Form 471 Application 389346 (Funding Year 2004), dated January 29, 2005 – 69 pages.



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Request for Review/Letter of Appeal, 08/26/2005, CC Docket No. 02-6, 471 application 389346, entity #151340 – Page 4 of 4

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 seven (7) 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 #389346, 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 #389346.

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 #389346 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,

A handwritten signature in cursive script that reads "Jerry C. Woodyard".

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 cursive script that reads "Beatrice James-Moore". The signature is written in black ink and is positioned below the typed name "Beatrice James-Moore".



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 #389346 (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>
1141307	937 R01-1394 013 7	DHZA.558711..OB	9/2/2004
1148813	937 R94-0501 537 2	81.DHZA.517483..OB	12/2/2005
1149559	513 R51-8570 720 2	.DHZA.580400..OB	8/21/2005
1149568	513 R51-8570 720 2	.DHZA.580446..OB	9/25/2005
1149793	937 R94-0998 667 7	.DHZA.581003..OB	9/12/2005
1149803	937 R94-0998 667 7	DHZA.582022	10/17/2005
1149897	937 R01-0948 192 2	102/T3 DYTNOH22K05	7/20/2005

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

Sincerely,



Universal Service Administrative Company
Schools & Libraries Division

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

June 29, 2005

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

Re: Applicant Name: METROPOLITAN DAYTON
EDUCATIONAL COOPERATIVE
ASSOCIATION
Billed Entity Number: 151340
Form 471 Application Number: 389346
Funding Request Number(s): 1161629, 1182707, 1182806, 1141307, 1148813,
1149559, 1149568, 1149793, 1149803, 1149897
Your Correspondence Dated: January 29, 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): 1161629, 1182707, 1182806
Decision on Appeal: **Approved**
Explanation:

- Your appeal has brought forward persuasive information that the funding requests cited above should be approved for funding.

Funding Request Number(s): 1141307, 1148813, 1149559, 1149568, 1149793,
1149803, 1149897
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. Consequently, 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

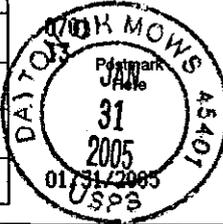
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 Schools and Libraries Division
 Street, Apt. No.: Box 125 - Correspondence Unit
 or PO Box No. 80 South Jefferson Rd
 City, State, ZIP+4
 Whippany NJ 07981

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Letter of Appeal Schools and Libraries Div. Box 125 - Correspondence Unit 80 South Jefferson Rd Whippany, NJ 07981		B. Received by (Printed Name) _____ C. Date of Delivery _____	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7004 1160 0001 5642 7174	



Metropolitan Dayton Educational Cooperative Association

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Phone: (937) 223-1112

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January 29, 2005

FILE COPY

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 December 03, 2004, for the following application:

Form 471 Application Number: 389346
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: MDECA471PUB2004

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 ten (10) Funding Request Numbers (FRNs) included in 471 Application Number 389346 because we believe the SLD erred in its initial review.

Section One - Explanation of appeal:

Eight (8) of the 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 eight (8) FRNs were NOT approved as submitted. The contract expiration dates were questioned by the PIA reviewers 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 reviewers 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 reviewers to change the contract expiration dates, which resulted in a lower funding commitment than originally requested; therefore, we are submitting this appeal for your review.

Following are the eight FRNs we are submitting for appeal based on the above:

Table with 6 columns: FRN, Contract Expiration Date, Funding Commitment Request, Contract Expiration Date, Funding Commitment Decision, and Amount of Appeal. It compares data from the 471 application submitted 02/03/2004 with data from the FCDL dated 12/03/2004.



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Letter of Appeal, 01/29/2005, 471 application #389346, entity #151340 – Page 2 of 3

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

- 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 PIA reviewers with copies of contracts and copies of the initial invoices for services to verify the service installation dates for all eight (8) 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 #389346, including the reporting of corrected contract expiration dates.
- 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 #389346, 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 eight (8) FRNs.
- 4) FRN 1161629 included a data entry error made in the reporting of Program Year 2003, corrected in Program Year 2004, as noted in the attached documentation that was submitted during PIA review of 471 application #389346.

Please note that during PIA review of 471 application #389346, we advised the PIA reviewers that if needed, we could request additional written documentation from the service provider to support the contract expiration dates reported. The PIA reviewers did not ask for us to provide such additional documentation.

Section One - Documentation enclosed for appeal:

- 1) For each of the eight (8) funding requests numbers included in this section of the appeal, attached please find the following documentation:
 - a) Copy of original 471 application #389346 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 #389346, we are only including documentation relative to the FRNs under appeal.

Section One - Action requested by appeal:

We are requesting that the SLD review our appeal and change the contract expiration dates on the eight (8) listed FRNs back to the original contract expiration dates we reported on 471 application #389346, thus approving the additional funding listed in the "Amount of Appeal" Column" (page 1).



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Letter of Appeal, 01/29/2005, 471 application #389346, entity #151340 – Page 3 of 3

As stated at the beginning of this letter, we are appealing the funding made on a total of ten (10) FRNs included in 471 Application Number 389346. Eight of these FRNs were covered in the previous section of this appeal, and the remaining two (2) FRNs are included in the following section.

Section Two - Explanation of appeal:

Two (2) FRNs under appeal were listed on the Funding Commitment Decision Letter dated 12/03/2004, as follows: "Funding Status: Not Funded", "Funding Commitment Decision: "\$0.00 – 470 Not Filed", and "Funding Commitment Decision Explanation: The FRN references services that require a posting of a 470 for each Funding Year".

<u>FRN</u>	<u>Funding Commitment Request</u>	<u>Funding Commitment Decision</u>	<u>Amount of Appeal</u>
1182707	\$265.50	\$0.00	\$265.50
1182806	\$531.00	\$0.00	\$531.00

The services claimed under FRNs 1182707 and 1182806 are covered under multi-year contracts, which have been approved in previous funding years. In trying to determine why these FRNs were not funded, we can only assume that PIA reviewers incorrectly determined that these services should be MTM because they assumed contracts had expired based on the original contract award date. Once again, the contracts are valid for the contractual term (in this case, 60 months) from the actual service installation date. In addition, we posted 470 application #168310000473109 (certified on 12/04/2003), and waited the required 28 days before entering into new contractual agreements and determining to keep existing contracts for which new cost-effective bids were not received. So, even if PIA reviewers misinterpreted the contract expiration date for these two (2) FRNs, we do not understand how the conclusion was made that a 470 was not posted.

Section Two - Documentation enclosed for appeal:

- 1) For the two (2) FRNs included in this section of the appeal, attached please find the following documentation:
 - a) Copy of original 471 application #389346 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) E-mail/fax correspondence from the Metropolitan Dayton Educational Cooperative Association to the SLD's PIA Team relative to FRNs 1182707 and 1182806. Please note that due to the large volume of documentation originally submitted to the PIA Team for review of 471 application #389346, we are only including documentation relative to the FRNs under appeal (same documentation as submitted for Section One of this appeal).

Action requested by appeal:

We request that both of the above listed FRNs be funded for the full amount of the original Funding Commitment Request.

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 (65 pages)



Metropolitan Dayton Educational Cooperative Association

225 Linwood Street
Dayton, Ohio 45405

Phone: (937) 223-1112

Fax: (937) 223-2385

January 29, 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 December 03, 2004, for the following application:

Form 471 Application Number: 389346
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: MDECA471PUB2004

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 ten (10) Funding Request Numbers (FRNs) included in 471 Application Number 389346 because we believe the SLD erred in its initial review.

Section One - Explanation of appeal:

Eight (8) of the 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 eight (8) FRNs were NOT approved as submitted. The contract expiration dates were questioned by the PIA reviewers 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 reviewers 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 reviewers to change the contract expiration dates, which resulted in a lower funding commitment than originally requested; therefore, we are submitting this appeal for your review.

Following are the eight FRNs we are submitting for appeal based on the above:

FRN	DATA FROM 471 APPLICATION SUBMITTED 02/03/2004		DATA FROM FC DL DATED 12/03/2004		DIFFERENCE Amount of Appeal
	Contract Expiration Date	Funding Commitment Request	Contract Expiration Date	Funding Commitment Decision	
1141307	09/11/2004	\$641.80	07/25/2004	\$213.93	\$427.87
1148813	12/01/2005	\$2,894.09	01/11/2005	\$1,688.22	\$1,205.87
1149559	08/20/2005	\$2,264.68	01/11/2005	\$1,321.06	\$943.62
1149568	09/24/2005	\$2,677.80	01/11/2005	\$1,562.05	\$1,115.75
1149793	09/11/2005	\$1,979.28	01/09/2005	\$1,154.58	\$824.70
1149803	10/17/2005	\$1,626.63	01/09/2005	\$948.87	\$677.76
1149897	07/20/2005	10,535.04	01/11/2005	\$6,145.44	\$4,389.60
1161629	10/31/2005	2,295.69	01/10/2005	\$1,339.15	\$956.54



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Letter of Appeal, 01/29/2005, 471 application #389346, entity #151340 – Page 2 of 3

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

- 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 PIA reviewers with copies of contracts and copies of the initial invoices for services to verify the service installation dates for all eight (8) 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 #389346, including the reporting of corrected contract expiration dates.
- 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 #389346, 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 eight (8) FRNs.
- 4) FRN 1161629 included a data entry error made in the reporting of Program Year 2003, corrected in Program Year 2004, as noted in the attached documentation that was submitted during PIA review of 471 application #389346.

Please note that during PIA review of 471 application #389346, we advised the PIA reviewers that if needed, we could request additional written documentation from the service provider to support the contract expiration dates reported. The PIA reviewers did not ask for us to provide such additional documentation.

Section One - Documentation enclosed for appeal:

- 1) For each of the eight (8) funding requests numbers included in this section of the appeal, attached please find the following documentation:
 - a) Copy of original 471 application #389346 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 #389346, we are only including documentation relative to the FRNs under appeal.

Section One - Action requested by appeal:

We are requesting that the SLD review our appeal and change the contract expiration dates on the eight (8) listed FRNs back to the original contract expiration dates we reported on 471 application #389346, thus approving the additional funding listed in the "Amount of Appeal" Column" (page 1).



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Letter of Appeal, 01/29/2005, 471 application #389346, entity #151340 - Page 2 of 3

Accepted a copy to SLD

As stated at the beginning of this letter, we are appealing the funding made on a total of ten (10) FRNs included in 471 Application Number 389346. Eight of these FRNs were covered in the previous section of this appeal, and the remaining two (2) FRNs are included in the following section.

Section Two - Explanation of appeal:

Two (2) FRNs under appeal were listed on the Funding Commitment Decision Letter dated 12/03/2004, as follows: "Funding Status: Not Funded", "Funding Commitment Decision: "\$0.00 - 470 Not Filed", and "Funding Commitment Decision Explanation: The FRN references services that require a posting of a 470 for each Funding Year".

<u>FRN</u>	<u>Funding Commitment Request</u>	<u>Funding Commitment Decision</u>	<u>Amount of Appeal</u>
1182707	\$265.50	\$0.00	\$265.50
1182806	\$531.00	\$0.00	\$531.00

The services claimed under FRNs 1182707 and 1182806 are covered under multi-year contracts, which have been approved in previous funding years. In trying to determine why these FRNs were not funded, we can only assume that PIA reviewers incorrectly determined that these services should be MTM because they assumed contracts had expired based on the original contract award date. Once again, the contracts are valid for the contractual term (in this case, 60 months) from the actual service installation date. In addition, we posted 470 application #168310000473109 (certified on 12/04/2003), and waited the required 28 days before entering into new contractual agreements and determining to keep existing contracts for which new cost-effective bids were not received. So, even if PIA reviewers misinterpreted the contract expiration date for these two (2) FRNs, we do not understand how the conclusion was made that a 470 was not posted.

Section Two - Documentation enclosed for appeal:

- 1) For the two (2) FRNs included in this section of the appeal, attached please find the following documentation:
 - a) Copy of original 471 application #389346 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) E-mail/fax correspondence from the Metropolitan Dayton Educational Cooperative Association to the SLD's PIA Team relative to FRNs 1182707 and 1182806. Please note that due to the large volume of documentation originally submitted to the PIA Team for review of 471 application #389346, we are only including documentation relative to the FRNs under appeal (same documentation as submitted for Section One of this appeal).

Action requested by appeal:

We request that both of the above listed FRNs be funded for the full amount of the original Funding Commitment Request.

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 (65 pages)

23k. Funding Commitment Request (23i x 23j): \$2,704.56

FRN: 1141247 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-1264 012 6	16. Billing Account Number: 937 R01-1264 012 6
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 06/28/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 07/30/2004	
21. Attachment #: WOW	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$279.56	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$279.56	23d. Number of months of service: 1
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$279.56	
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): \$279.56	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$164.94	

FRN: 1141284 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 #: WOW2	22. Block 4 Worksheet No.: 519401
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: \$350.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$350.00	
23i. Total program year pre-discount amount (23e	
23j. % discount (from Block 4): 59	Letter of Appeal
23k. Funding Commitment Request (23i x 23j): \$3,	471 Application #389346 - FRN 1141307
	Metropolitan Dayton Educational Cooperative Association
	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1141307 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-1394 013 7	16. Billing Account Number: 937 R01-1394 013 7
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 09/11/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/11/2004	
21. Attachment #: FBBD	22. Block 4 Worksheet No.: 519401

23a. Monthly Charges: \$362.60	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$362.60	23d. Number of months of service: 3
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$1,087.80	
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): \$1,087.80	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$641.80	

FRN: 1141330 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: 08/15/2004	19b. Service End Date:
20. Contract Expiration Date: 02/16/2006	
21. Attachment #: FBBD2	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$400.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$400.00	23d. Number of months of service: 11
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,400.00	
23f. Annual non-recurring (one-time) charges: \$350.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$350.00	
23i. Total program year pre-discount amount (23e + 23h): \$4,750.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,802.50	

FRN: 1141376 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 513 R52-1270 521 0	16. Billing Account Number: 513 R52-1270 521 0
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 03/26/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/25/2004	
21. Attachment #: OWHS	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$392.05	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$392.05	23d. Number of months of service: 2
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$784.10	
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): \$784.10	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$46	

Letter of Appeal

471 Application #389346 - FRN 1141307

Metropolitan Dayton Educational Cooperative Association
Entity #151340

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

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1141247 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-1264 012 6
Billing Account Number: 937 R01-1264 012 6
Service Start Date: 07/01/2004
Contract Expiration Date: 07/30/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$279.56
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$279.56
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$164.94 - FRN approved as submitted

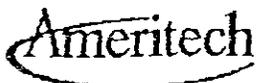
Funding Request Number: 1141284 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 614 R90-0332 657 6
Billing Account Number: 614 R90-0332 657 6
Service Start Date: 07/01/2004
Contract Expiration Date: 02/16/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,800.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$350.00
Pre-discount Amount: \$5,150.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$3,038.50 - FRN approved as submitted

Funding Request Number: 1141307 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-1394 013 7
Billing Account Number: 937 R01-1394 013 7
Service Start Date: 07/01/2004
Contract Expiration Date: 07/25/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$362.60
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$362.60
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$213.93 - FRN approved as submitted

Funding Request Number: 1141330 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 614 R90-0332 657 6
Billing Account Number: 614 R90-0332 657 6
Service Start Date: 08/15/2004
Contract Expiration Date: 02/16/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$4,400.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$350.00
Pre-discount Amount: \$4,750.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$2,802.50 - FRN approved as submitted

Letter of Appeal
471 Application #389346 - FRN 1141307
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 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.

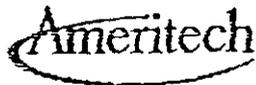
Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions,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

- 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 1141307

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 N 471 Application #389346 - FRN 1141307
 E Metropolitan Dayton Educational Cooperative Association
 C 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

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-12B:	Fractional DS1-256:	Fractional DS1-384:	DS1:	DS3 ¹ :	
Order Type:	New: <input checked="" type="checkbox"/>	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:					Existing Circuit ID:			
Term Plan:	12 Mo.	36 Mo.	60 Mo. <input checked="" type="checkbox"/>	84 Mo. ⁵	120 Mo. ⁶	Requested Installation Date:		
Monthly Charges:			Non-Recurring Charges:			Circuit Quantity:	# Multipoint Locations:	
\$362.60			\$280.00			1		
Service Location No. 1: 201 RIVERSIDE DR. DAYTON, OH 45405-					Service Location No. 2: 306 E. WHITTIER AVE. FAIRBORN, OH 45324-			

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, Exec. Dir.
Print Name and Title

Print Name and Title

07/26/99
Date

Date

MD/CA

AMERITECH CONTACT INFORMATION

Company Name

ANITA LEYES

H583645

Ameritech Sales Representative Name

Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

Company

City, State and Zip Code

1940 W. DOROTHY LANE

Street Address

JERRY WOODYARD

DAYTON OH 45439

Customer Contact

City State and Zip Code

937 223 4980

937 294 5900

Contact Phone Number

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 Inc. in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.

¹ DS3 is not a standard tariff offering in Wisconsin.

⁵ Indiana only.

⁶ Indiana only.

FRN # 1141307

Letter of Appeal

471 Application #389346 - FRN 1141307

Metropolitan Dayton Educational Cooperative Association
Entity #151340

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

5



METROPOLITAN DENTAL
 EDUCATIONAL CO-OP ASSOC
 201 RIVERSIDE DR
 DAYTON, OH 45405-4956

Page 1 of 1
 Account Number 937 R01-1394 0137
 Billing Date Oct 1, 1999
 Web Site www.ameritech.com

Invoice Number 937R01139410

0300 FB BOE TI

Monthly Statement
 Sep 2 - Oct 1, 1999

Handwritten: Paid 10/14/99

Handwritten: posted

Bill-At-A-Glance	
Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	1,032.03
Total Amount Due	928.83 \$1,032.03
Amount Due in Full By	Oct 19, 1999

Ameritech Local Service				
Monthly Service - Oct 1 thru Oct 31				
Monthly Charges	362.60			
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
	Charges for Establishing New Service on Sep 2, 1999			
	Service Order N1303462192			
	Special Services			
1	Installation Serv Call Charge	1		51.00
2	Installation Charge	1		280.00

Services Established
 (Monthly Charges are Prorated from Sep 3, 1999 to Billing Date, Oct 1, 1999)
 Circuit Number .DHZA.558711.0B

3	Channel Mileage Termination	2	CZ4X3	99.20	92.59
4	Channel Mileage	10	IYZX3	138.40	129.17
	Circuit Location 3				
	306 E WHITTIER AV				
	FAIRBORN OH				
5	Local Distribution Channel	1	TZ4X3	125.00	116.67

Total Other Charges and Credits 669.43
 Total Ameritech Local Service Charges 1,032.03

Billing Summary	
Questions? Call:	
Ameritech Local Service 1-800-480-8088	1,032.03
Total of Current Charges	1,032.03

News You Can Use

PAYMENT & INQUIRIES
 Allow 5 days when paying by mail. You may also pay at an authorized agent. Nonpayment of toll or non-regulated services may result in disconnection or restriction of such services and/or collection action. For problems with your business service please call us at 1-800-480-8088, or the Public Utilities Commission of Ohio at 1-800-686-7876 or TDD/TTY 1-800-686-1570.

URGENT PAYMENT INFO
 To insure the timely and accurate application of payments, please use the remittance document provided on the account summary page. If the payment document is not included with your payment, please include the 14 digit account number to which the payment should be credited. (Example: 414 555-0000 173 1). Reference to the 'Invoice Number' found on the summary page will delay the payment application process.

News You Can Use - Summary

• PAYMENT & INQUIRIES • URGENT PAYMENT INFO
 See "News You Can Use" for additional information.

Repair Service: 1-800-480-8088
 Telecommunications Relay System: 1-800-750-0750
 Return bottom portion with your check in the enclosed envelope.

Patent Pending

Letter of Appeal
 471 Application #389346 - FRN 1141307
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN # 1141307

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13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R93-0147 930 1	16. Billing Account Number: 937 R93-0147 930 1
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 07/13/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 07/13/2006	
21. Attachment #: NRHS2	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$276.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$276.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,312.00	
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): \$3,312.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,954.08	

FRN: 1148803	FCDL Date:
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R93-0147 930 1	16. Billing Account Number: 937 R93-0147 930 1
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 08/20/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/20/2006	
21. Attachment #: NRHS3	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$276.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$276.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,312.00	
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): \$3,312.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$	
Letter of Appeal 471 Application #389346 - FRN 1148813 Metropolitan Dayton Educational Cooperative Association Entity #151340 Contact: Jerry C. Woodyard Phone (937) 223-4980	

FRN: 1148813	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 R94-0501 537 2	16. Billing Account Number: 937 R94-0501 537 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/12/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 12/01/2005	
21. Attachment #: VBHS	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$408.77	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$408.77	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,905.24	
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): \$4,905.24
23j. % discount (from Block 4): 59
23k. Funding Commitment Request (23i x 23j): \$2,894.09

FRN: 1148824 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R94-0501 537 2	16. Billing Account Number: 937 R94-0501 537 2
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 01/15/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 01/15/2006	
21. Attachment #: VBHS2	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$433.58	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$433.58	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$5,202.96	
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): \$5,202.96	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$3,069.75	

FRN: 1148838 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-0952 019 0	16. Billing Account Number: 937 R01-0952 019 0
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 08/14/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/14/2006	
21. Attachment #: PQHS3	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$196.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$196.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,352.00	
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): \$2,352.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,387.68	

FRN: 1148845 FCDL Date:	
11. Category of Service: Internet Access	Letter of Appeal
13. SPIN: 143001688	471 Application #389346 - FRN 1148813
15. Contract Number: 513 R52-1270 521 0	Metropolitan Dayton Educational Cooperative Association
17. Allowable Contract Date: 01/05/2001	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

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FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1148777 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R93-0147 930 1
Billing Account Number: 937 R93-0147 930 1
Service Start Date: 07/01/2004
Contract Expiration Date: 06/11/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,312.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,954.08 - ERN approved as submitted

Funding Request Number: 1148791 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R93-0147 930 1
Billing Account Number: 937 R93-0147 930 1
Service Start Date: 07/01/2004
Contract Expiration Date: 06/11/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,312.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,954.08 - ERN approved as submitted

Funding Request Number: 1148803 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R93-0147 930 1
Billing Account Number: 937 R93-0147 930 1
Service Start Date: 07/01/2004
Contract Expiration Date: 06/11/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,312.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,312.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,954.08 - ERN approved as submitted

Funding Request Number: 1148813 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R94-0501 537 2
Billing Account Number: 937 R94-0501 537 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,861.39
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,861.39
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,688.22 - ERN approved as submitted

Letter of Appeal

471 Application #389346 - FRN 1148813
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 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, written or oral, concerning the Service.

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 #389346 - FRN 1148813
Metropolitan Dayton Educational Cooperative Association
Entry #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1148813

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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 DS1-12B:	Fractional DS1-25B:	Fractional DS1-38A:	DS1: X	DS3 ⁴	
Order Type:	New:	Renewal: X	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: \$433.58			Non Recurring Charges:			Circuit Quantity: 1	# Multipoint Locations:	
Service Location No. 1: 201 RIVERSIDE DR. DAYTON, OH 45405-					Service Location No. 2: 600 S. DIXIE DR. VANDALIA, OH 45377- VCS			

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, Exec. Dir.
Print Name and Title
01/12/2000
Date

AMERITECH

Authorized Ameritech Signature

Print Name and Title

Date

MDECA

Company Name

Billing Address

City, State and Zip Code
JERRY WOODYARD
Customer Contact
937 223 4980
Contact Phone Number

Existing Billing Account Number (if applicable)

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 Inc. in Indiana; Michigan Bell Telephone Company in Michigan; 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.

FRN 1148813

Letter of Appeal
471 Application #389346 - FRN 1148813
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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METROPLTN DTN EDUC TL
CO-OPERATIVE ASSOC
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 1 of 2
Account Number 937 R94 0501 537
Billing Date Jan 22, 2001

Web Site www.ameritech.com

Invoice Number 937R94050101

9200-0417
VB High

Monthly Statement

Dec 23 - Jan 22, 2001

Bill-At-A-Glance

Previous Bill	101.53
Patient - Thank You	103.93CR
Adjustments	FEB 05 2001 .00
Balance	.00
Current Charges	791.56
Total Amount Due	\$791.56
Amount Due in Full By	Feb 10, 2001

Billing Summary

Questions? Call:

Ameritech Local Service	791.56
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	791.56

News You Can Use - Summary

- AVOID DISCONNECTION
 - EDUCATIONAL DISCOUNT
 - PAYMENT & INQUIRIES
 - SPECIAL NEEDS
 - AMERITECH SAVINGS
- See "News You Can Use" for additional information.

FRN 1148812

Return bottom portion with your check in the enclosed envelope

Ameritech Local Service

Monthly Service - Jan 22 thru Feb 21

Monthly Charges 629.00

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity.

Item	Quantity	USOC	Monthly Charges
Date: Dec 26, 2000			
Order Number: R9940029839			
Special Services			
Circuit Number: 81.DHZA.517483.0B			
Services Changed			
Charges for Services Added			
(Monthly Charges are Prorated from Dec 2, 2000 to Billing Date, Jan 22, 2001)			
1. Channel Mileage Termination	1	C24X1	66.00
2. Channel Mileage Termination	1	C24X3	66.00
3. Channel Mileage	7	YB3	147.00
Services Changed			
Credits for Services Removed			
(Monthly Charges were Billed in Advance and are Prorated from Dec 2, 2000 to Jan 22, 2001)			
4. Channel Mileage Termination	1	C24X1	37.89
5. Channel Mileage Termination	1	C24X3	52.70
6. Channel Mileage	7	YZX3	110.74
Total			
			110.00
			110.00
			245.00

Circuit Location: 1

Item	Quantity	USOC	Monthly Charges
Services Changed			
Charges for Services Added			
(Monthly Charges are Prorated from Dec 2, 2000 to Billing Date, Jan 22, 2001)			
7. Local Distribution Channel	1	TZ4X1	161.00
Services Changed			
Credits for Services Removed			
(Monthly Charges were Billed in Advance and are Prorated from Dec 2, 2000 to Jan 22, 2001)			
8. Local Distribution Channel	1	TZ4X1	124.56
Total			
			268.33
			207.60

Circuit Location: 2

Item	Quantity	USOC	Monthly Charges
Services Changed			
Charges for Services Added			
(Monthly Charges are Prorated from Dec 2, 2000 to Billing Date, Jan 22, 2001)			
9. Local Distribution Channel	1	TZ4X3	180.00
Services Changed			
Credits for Services Removed			
(Monthly Charges were Billed in Advance and are Prorated from Dec 2, 2000 to Jan 22, 2001)			
10. Local Distribution Channel	1	TZ4X3	138.40
Total Charges for Circuit Number: 81.DHZA.517483.0B			
Total Charges for Order Number: R9940029839			
Total Other Charges and Credits			
			230.67
			259.57
			259.57
			259.57

Letter of Appeal

471 Application #389346 - FRN 1148813
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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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): \$3,838.44	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,264.68	

FRN: 1149559 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: 513 R51-8570 720 2	16. Billing Account Number: 513 R51-8570 720 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/12/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/20/2005	
21. Attachment #: MGGR	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$319.87	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$319.87	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,838.44	
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): \$3,838.44	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,264.68	

FRN: 1149568 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: 513 R51-8570 720 2	16. Billing Account Number: 513 R51-8570 720 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/12/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/24/2005	
21. Attachment #: MGSB	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$378.22	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$378.22	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,538.64	
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): \$4,538.64	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,677.80	

FRN: 1149672 FCDL Date:	
11. Category of Service: Internet Access	
13. SPIN: 143001688	

Letter of Appeal

471 Application #389346 - FRN 1149559
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

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FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1149547 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-8570 720 0
Billing Account Number: 513 R51-8570 720 0
Service Start Date: 07/01/2004
Contract Expiration Date: 09/19/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,838.44
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,838.44
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$2,264.68 - FRN approved as submitted

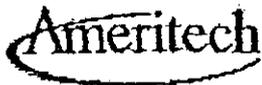
Funding Request Number: 1149559 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-8570 720 2
Billing Account Number: 513 R51-8570 720 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,239.09
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,239.09
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,321.06 - FRN approved as submitted

Funding Request Number: 1149568 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-8570 720 2
Billing Account Number: 513 R51-8570 720 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,647.54
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,647.54
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,562.05 - FRN approved as submitted

Funding Request Number: 1149672 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-2981 375 7
Billing Account Number: 937 R01-2981 375 7
Service Start Date: 07/01/2004
Contract Expiration Date: 09/11/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,494.72
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,494.72
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$881.88 - FRN approved as submitted

Letter of Appeal

471 Application #389346 - FRN 1149559
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 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 "assignas" for damages from Service interruptions or defects shall not exceed the pro rata 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, written or oral, concerning the Service.

- 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.

Page 1 of 2

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FRN 1149559

Letter of Appeal
 4 471 Application #389346 - FRN 1149559
 N Metropolitan Dayton Educational Cooperative Association
 E Entity #151340
 C Contact: Jerry C. Woodyard Phone (937) 223-4980



Grant

Confirmation of Service Order -

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:	
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		Requested Installation Date:			
Monthly Charges:		Non-Billing Charges:		Circuit Quantity:		# Multipoint Locations:		
\$319.87		\$280.00		1				
Service Location No. 1: 201 RIVERSIDE DR DAYTON, OH 45405-				Service Location No. 2: 4309 ARCADIA BLVD 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

AMERITECH

Jerry C. Woodyard
Authorized Customer Signature

Authorized Ameritech Signature

Jerry C. Woodyard
Print Name and Title

Print Name and Title

01/12/2000
Date

Date

MDECA
Company Name

AMERITECH CONTACT INFORMATION

ANITA LEYES
Ameritech Sales Representative Name

H583645
Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.
Company

City, State and Zip Code

1940 W. DOROTHY LANE
Street Address

JERRY WOODYARD
Customer Contact

DAYTON OH 45439
City State and Zip Code

937 223 4980
Customer Contact Phone Number

937 294 5900
Phone Number

Existing Billing Account Number (if applicable)

937 297 5363
Fax Number

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

FRN 1149559

Letter of Appeal
471 Application #389346 - FRN 1149559
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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MOECA
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 1 of 2
Account Number 513 R51-8570
Billing Date Oct 25, 2000

Web Site www.ameritech.com

Invoice Number 513R518570

2000 Mont Co BOE

Monthly Statement

Sep 26 - Oct 25, 2000

Bill-At-A-Glance

Previous Bill	00.00
Payment - Bank/CD	202.00
Adjustments	00.00
Balance	00.00
Current Charges	3,409.93
Total Amount Due	\$3,409.93
Amount Due in Full By	Nov 13, 2000

Ameritech Local Service

Monthly Service - Oct 25 thru Nov 24
Monthly Charges 1,242.96

Other Charges and Credits

This section of your bill reflects charges and credits resulting from

No.	Description	Quantity	USOC	Monthly Charges
Date: Aug 21, 2000 Order Number: C1303497725				
Special Services				
Circuit Number: DHZA.580400.OB				
Charges for Changing Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Charges for Services Added (Monthly Charges are Prorated from Aug 22, 2000 to Billing Date, Oct 25, 2000)				
3.	Channel Mileage Termination	2 CZ4X2	49.60	104.16
4.	Channel Mileage	3 IYZX2	41.52	87.19

Billing Summary

Questions? Call:

Ameritech Local Service	3,409.93
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	3,409.93

Circuit Location: 1				
201 RIVERSIDE DR DAYTON OH				
Charges for Services Added (Monthly Charges are Prorated from Aug 22, 2000 to Billing Date, Oct 25, 2000)				
5.	Local Distribution Channel	1 TZ4X1	112.50	236.25

Circuit Location: 2				
4309 ARCADIA BL - Grant DAYTON OH				
Charges for Services Added (Monthly Charges are Prorated from Aug 22, 2000 to Billing Date, Oct 25, 2000)				
6.	Local Distribution Channel	1 TZ4X2	116.25	244.12
Total Charges for Circuit Number: DHZA.580400.OB 1,053.72				
Total Charges for Order Number: C1303497725 1,053.72				

Date: Sep 20, 2000				
Order Number: C1303497778				
Circuit Number: DHZA.580447.OB				
Charges for Changing Service				
7.	Installation Serv Call Charge	2		102.00
8.	Installation Charge			280.00
Charges for Services Added (Monthly Charges are Prorated from Sep 21, 2000 to Billing Date, Oct 25, 2000)				
9.	Channel Mileage Termination	2 CZ4X2	49.60	56.21
10.	Channel Mileage	3 IYZX2	41.52	7.06

News You Can Use - Summary

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

FRN 1149559

Letter of Appeal
471 Application #389346 - FRN 1149559
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.

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): \$3,838.44	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,264.68	

FRN: 1149559 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: 513 R51-8570 720 2	16. Billing Account Number: 513 R51-8570 720 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/12/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/20/2005	
21. Attachment #: MGGR	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$319.87	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$319.87	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,838.44	
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): \$3,838.44	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,264.68	

FRN: 1149568 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: 513 R51-8570 720 2	16. Billing Account Number: 513 R51-8570 720 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/12/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/24/2005	
21. Attachment #: MGSH	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$378.22	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$378.22	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,538.64	
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): \$4,538.64	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,677.80	

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FRN: 1149672 FCDL Date:	
11. Category of Service: Internet Access	
13. SPIN: 143001688	

Letter of Appeal

471 Application #389346 - FRN 1149568
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

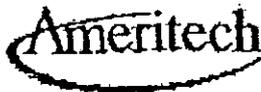
Form 471 Application Number: 389346
Funding Request Number: 1149547 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-8570 720 0
Billing Account Number: 513 R51-8570 720 0
Service Start Date: 07/01/2004
Contract Expiration Date: 09/19/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,838.44
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,838.44
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$2,264.68 - FRN approved as submitted

Funding Request Number: 1149559 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-8570 720 2
Billing Account Number: 513 R51-8570 720 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,239.09
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,239.09
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,321.06 - FRN approved as submitted

Funding Request Number: 1149568 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-8570 720 2
Billing Account Number: 513 R51-8570 720 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,647.54
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,647.54
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,562.05 - FRN approved as submitted

Funding Request Number: 1149672 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-2981 375 7
Billing Account Number: 937 R01-2981 375 7
Service Start Date: 07/01/2004
Contract Expiration Date: 09/11/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,494.72
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,494.72
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$881.88 - FRN approved as submitted

Letter of Appeal
471 Application #389346 - FRN 1149568
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 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 pro rata amount of Monthly Charges for the time Service was affected.

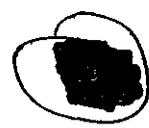
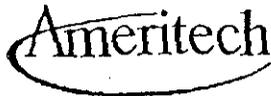
Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions,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

- 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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FRN 1149568

- 4 Letter of Appeal
 - N 471 Application #389346 - FRN 1149568
 - E Metropolitan Dayton Educational Cooperative Association
 - C Entity #151340
- Contact: Jerry C. Woodyard Phone (937) 223-4980



Shuloh



Confirmation of Service Order -
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			Requested Installation Date:		
Monthly Charges: \$378.22		Non Recurring Charges: \$280.00			Circuit Quantity: 1		# Multipoint Locations:	
Service Location No. 1: 201 RIVERSIDE DR DAYTON, OH 45405-				Service Location No. 2: 5670 PHILADELPHIA DR DAYTON, OH 45415-				

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

01/12/2000
Date

Date

AMERITECH CONTACT INFORMATION

MDECA

ANITA LEYES
Ameritech Sales Representative Name
H583645
Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.
Company

City, State and Zip Code

1940 W. DOROTHY LANE
Street Address

JERRY WOODYARD

DAYTON OH 45439

Customer Contact

City State and Zip Code

937 223 4980

937 294 5900

Customer Contact Phone Number

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 Inc. in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.

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FRN 11495608

Letter of Appeal

471 Application #389346 - FRN 1149568
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



MDECA
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 2 of 2
Account Number 513 R51-8570 720
Billing Date Oct 25, 2000

Invoice Number 513R51857010

Ameritech Local Service

Other Charges and Credits - Continued

Item No.	Description	Quantity	USOC	Monthly Charges
Circuit Location: 1				
201 RIVERSIDE DR DAYTON OH Charges for Services Added (Monthly Charges are Prorated from Sep 21, 2000 to Billing Date, Oct 25, 2000)				
1.	Local Distribution Channel	1	TZ4X1	112.50 127.50
Circuit Location: 2				
650 ST PAUL AV DAYTON OH Charges for Services Added (Monthly Charges are Prorated from Sep 21, 2000 to Billing Date, Oct 25, 2000)				
2.	Local Distribution Channel	1	TZ4X2	116.25 131.75
Total Charges for Circuit Number: DHZA.580447..OB				744.52
Total Charges for Order Number: C1303497778				744.52

Date: Sep 25, 2000
Order Number: C130349777
Circuit Number: DHZA.580446..OB

3.	Installation Charge	2		102.00
4.	Installation Charge			280.00
Charges for Services Added (Monthly Charges are Prorated from Sep 26, 2000 to Billing Date, Oct 25, 2000)				
5.	Channel Mileage Termination	2	CZ4X3	99.20 95.89
6.	Channel Mileage	3	IYZX3	41.52 40.14

Circuit Location: 1
201 RIVERSIDE DR
DAYTON OH
Charges for Services Added
(Monthly Charges are Prorated from Sep 26, 2000 to Billing Date, Oct 25, 2000)

7.	Local Distribution Channel	1	TZ4X1	112.50 108.75
----	----------------------------	---	-------	---------------

Circuit Location: 2
5670 PHILADELPHIA DR
HARRISON TWP OH
Charges for Services Added
(Monthly Charges are Prorated from Sep 26, 2000 to Billing Date, Oct 25, 2000)

8.	Local Distribution Channel	1	TZ4X3	125.00 120.83
Total Charges for Circuit Number: DHZA.580446..OB				747.61
Total Charges for Order Number: C1303497777				747.61
Total Other Charges and Credits				2,545.85

Local, State and Federal Charges
Ohio Educational Discount 378.88CR

Total Ameritech Local Service Charges 3,409.93

News You Can Use

EDUCATIONAL DISCOUNT
The Ohio Educational Discount of 10% has been applied to your current Ameritech charges of \$3,788.81, saving you \$378.88.

PAYMENT & INQUIRIES
Allow 5 days when paying by mail. You may also pay at an authorized agent. Nonpayment of toll or non-regulated services may result in disconnection or restriction of such services and/or collection action. For problems with your business service please call us at 1-800-480-8088, or the Public Utilities Commission of Ohio at 1-800-686-7826 or TDD/TTY 1-800-686-1570.

NEW 234 OVERLAY
A new area code - 234 - now serves the same geographic region of Ohio as the 330 area code. This new code may be assigned to customers who request new service in this region. Ameritech rates won't change as a result of the overlay. Questions? Call 1-800-378-2222.

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FRN 1149568

Letter of Appeal
471 Application #389346 - FRN 1149568
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

15. Contract Number: 937 R01-2981 375 7	16. Billing Account Number: 937 R01-2981 375 7
17. Allowable Contract Date: 11/19/2002	18. Contract Award Date: 07/25/2003
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/11/2006	
21. Attachment #: MGCC	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$124.56	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$124.56	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$1,494.72	
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): \$1,494.72	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$881.88	

FRN: 1149780 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: 513 R51-1812 665 2	16. Billing Account Number: 513 R51-1812 665 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 09/20/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 09/20/2005	
21. Attachment #: HHBD	22. Block 4 Worksheet No.: 519401
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	Letter of Appeal
23j. % discount (from Block 4): 59	471 Application #389346 - FRN 1149793
23k. Funding Commitment Request (23i x 2:	Metropolitan Dayton Educational Cooperative Association
	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1149793 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 R94-0998 667 7	16. Billing Account Number: 937 R94-0998 667 7
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: 09/11/2005	
21. Attachment #: JFBL	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$279.56	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$279.56	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,354.72	
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): \$3,354.72
23j. % discount (from Block 4): 59
23k. Funding Commitment Request (23i x 23j): \$1,979.28

FRN: 1149803 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 R94-0998 667 7	16. Billing Account Number: 937 R94-0998 667 7
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: 10/17/2005	
21. Attachment #: JFRC	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$229.75	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$229.75	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,757.00	
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): \$2,757.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,626.63	

FRN: 1149812 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3049 010 8	16. Billing Account Number: 937 R01-3049 010 8
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 01/15/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 01/15/2006	
21. Attachment #: MVJC	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$112.50	23b. Ineligible monthly amt.: \$00
23c. Eligible monthly amt.: \$112.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$1,350.00	
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): \$1,350.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$796.50	

FRN: 1149822 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 600520000377393
13. SPIN: 143001688	1 Letter of Appeal
15. Contract Number: 513 R51-0348 636 8	1 471 Application #389346 - FRN 1149793
17. Allowable Contract Date: 12/18/2001	1 Metropolitan Dayton Educational Cooperative Association
19a. Service Start Date: 07/01/2004	1 Entity #151340
	1 Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1149780 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-1812 665 2
Billing Account Number: 513 R51-1812 665 2
Service Start Date: 07/01/2004
Contract Expiration Date: 09/20/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,686.88
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,686.88
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$2,175.26 - FRN approved as submitted

Funding Request Number: 1149793 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R94-0998 667 7
Billing Account Number: 937 R94-0998 667 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/09/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,956.92
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,956.92
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,154.58 - FRN approved as submitted

Funding Request Number: 1149803 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R94-0998 667 7
Billing Account Number: 937 R94-0998 667 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/09/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,608.25
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,608.25
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$948.87 - FRN approved as submitted

Funding Request Number: 1149812 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-3049 010 8
Billing Account Number: 937 R01-3049 010 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/15/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,350.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,350.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$796.50 - FRN approved as submitted

Letter of Appeal

471 Application #389346 - FRN 1149793
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 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 #389346 - FRN 1149793
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 1149793

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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: X	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:			New Recurring Charges:			Circuit Quantity:	# Multipoint Locations:	
\$279.56			\$280.00			1		
Service Location No. 1: <u>201 RIVERSIDE DR. DAYTON, OH 45403</u>					Service Location No. 2: <u>1241 BLAIRWOOD AVE. DAYTON, OH 45418</u> <i>Blairwood</i>			

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. Woodward
 Authorized Customer Signature

Jerry C. Woodward, Exec. Dir.
 Print Name and Title

01/10/2000
 Date

MDECA
 Company Name

Billing Address

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 H583845
 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 Inc. in Indiana; Michigan Bell Telephone Company in Michigan; 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.

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FRN 114971

Letter of Appeal
 471 Application #389346 - FRN 1149793
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodward Phone (937) 223-4980

MDECA
201 RIVERSIDE DR
DAYTON, OH 45405-4963

Page 1 of 2
Account Number 937 R94-0998 667 7
Billing Date Oct 22, 2000
Web Site www.ameritech.com

Invoice Number 937R94099810

9200 Blairewood

Monthly Statement

Sep 23 - Oct 22, 2000

Bill-At-A-Glance	
Previous Bill	102.58
Payment - Thank You!	102.58
Adjustments	100.00
Balance	100.00
Current Charges	2,121.58
Total Amount Due	\$2,121.58
Amount Due in Full By	Nov 13, 2000

Ameritech Local Service

Monthly Service - Oct 22 thru Nov 21
Monthly Charges 706.25

Other Charges and Credits
This section of your bill reflects charges and credits resulting from account activity.

No.	Description	Quantity	USOC	Monthly Charges
Date: Sep 17, 2000				
Order Number: C1303497789				
Special Services:				
Circuit Number: .DHZA.581003..0B				
Charges for Changing Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Charges for Services Added				
(Monthly Charges are Prorated from Sep 13, 2000 to Billing Date, Oct 22, 2000)				
3.	Channel Mileage Termination		CZ4X3	99.20
4.	Channel Mileage	4	1YZX3	55.36
				128.96
				11.97

Billing Summary

Questions? Call:

Ameritech Local Service	2,121.58
1-800-480-8088	
Repair Service:	
1-800-480-8088	
Telecommunications Relay System:	
1-888-704-2082	
Total of Current Charges	2,121.58

Circuit Location: 3
1241 BLAIRWOOD AV *Blairwood*
JEFFERSON TWP OH
Charges for Services Added
(Monthly Charges are Prorated from Sep 13, 2000 to Billing Date, Oct 22, 2000)

5.	Local Distribution Channel	1	TZ4X3	125.00	162.50
Total Charges for Circuit Number: .DHZA.581003..0B					745.43
Total Charges for Order Number: C1303497789					745.43

Date: Oct 17, 2000
Order Number: C1303500386
Charges for Changing Service

6.	Service Order Processing			25.50
7.	Line Connection Charge			24.35

Circuit Number: .DHZA.582022..0B
Charges for Changing Service

8.	Installation Charge			820.00
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2 Because of GTE

Circuit Location: 3
120 KNOX AV *Radcliff*
DAYTON OH
Charges for Services Added
(Monthly Charges are Prorated from Oct 18, 2000 to Billing Date, Oct 22, 2000)

9.	Mpb Gtoh Ckt Lump Sum Amount	1	0BQGT	268.33	35.78
Total Charges for Circuit Number: .DHZA.582022..0B					855.78
Total Charges for Order Number: C1303500386					905.63
Total Other Charges and Credits					1,651.06

News You Can Use - Summary

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

FRN 1149793

Letter of Appeal
471 Application #389346 - FRN 1149793
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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Return bottom portion with your check in the enclosed envelope.

23i. Total program year pre-discount amount (23e + 23h): \$3,354.72
23j. % discount (from Block 4): 59
23k. Funding Commitment Request (23i x 23j): \$1,979.28

FRN: 1149803 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 R94-0998 667 7	16. Billing Account Number: 937 R94-0998 667 7
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: 10/17/2005	
21. Attachment #: JFRC	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$229.75	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$229.75	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,757.00	
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): \$2,757.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,626.63	

FRN: 1149812 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 642890000325893
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-3049 010 8	16. Billing Account Number: 937 R01-3049 010 8
17. Allowable Contract Date: 01/05/2001	18. Contract Award Date: 01/15/2001
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 01/15/2006	
21. Attachment #: MVJC	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$112.50	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$112.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$1,350.00	
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): \$1,350.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$796.50	

FRN: 1149822 FCDL Date:	
11. Category of Service: Internet Access	Letter of Appeal
13. SPIN: 143001688	471 Application #389346 - FRN 1149803
15. Contract Number: 513 R51-0348 636 8	Metropolitan Dayton Educational Cooperative Association
17. Allowable Contract Date: 12/18/2001	Entity #151340
19a. Service Start Date: 07/01/2004	Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1149780 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-1812 665 2
Billing Account Number: 513 R51-1812 665 2
Service Start Date: 07/01/2004
Contract Expiration Date: 09/20/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,686.88
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,686.88
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$2,175.26 - FRN approved as submitted

Funding Request Number: 1149793 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R94-0998 667 7
Billing Account Number: 937 R94-0998 667 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/09/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,956.92
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,956.92
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,154.58 - FRN approved as submitted

Funding Request Number: 1149803 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R94-0998 667 7
Billing Account Number: 937 R94-0998 667 7
Service Start Date: 07/01/2004
Contract Expiration Date: 01/09/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,608.25
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,608.25
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$948.87 - FRN approved as submitted

Funding Request Number: 1149812 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-3049 010 8
Billing Account Number: 937 R01-3049 010 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/15/2006
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,350.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$1,350.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$796.50 - FRN approved as submitted

Letter of Appeal

471 Application #389346 - FRN 1149803
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; 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 interruption 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 tariffs, the applicable tariffs will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

- 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 1149803

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Letter of Appeal
 471 Application #389346 - FRN 1149803
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

NMBG00



Confirmation of Service Order -

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:	
Order Type:	New:	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:			Existing Circuit ID:					
Term Plan:	12 Mo.	36 Mo.	60 Mo.	Requested Installation Date:				
Monthly Charges:	\$373.29		Non-Recording Charges:	\$820.00		Circuit Quantity:	# Multipoint Locations:	
Service Location No. 1:	201 RIVERSIDE DR. DAYTON, OH 45405			Service Location No. 2:	120 KNOX AVE. DAYTON, OH 45427			RADCLIFF MD

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

07/10/2000
Date

MDECA
Company Name

Billing Address

City, State and Zip Code

JERRY WOODYARD
Customer Contact

937 223 4980
Customer Contact Phone Number

Existing Billing Account Number (if applicable)

AMERITECH

Authorized Ameritech Signature

Print Name and Title

Date

AMERITECH CONTACT INFORMATION

ANITA LEYES
Ameritech Sales Representative Name

H5B3645
Sales Code

EXECUTONE OF DAYTON, INC.
Company

1940 W. DOROTHY LANE
Street Address

DAYTON OH 45439
City State and Zip Code

937 294 5800
Phone Number

937 297 5363
Fax Number

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

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FRN 114980E

Letter of Appeal
471 Application #389346 - FRN 1149803
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

9200 Blairwood
RADCLIFF

Monthly Statement

Sep 23 - Oct 22, 2000

Bill At-A-Glance

Previous Bill	1,125.52
Payment Thank You!	1,125.52 CB
Adjustments	.00
Balance	.00
Current Charges	2,121.58

Total Amount Due \$2,121.58

Amount Due in Full By Nov 13, 2000

Billing Summary

Questions? Call:

Ameritech Local Service 2,121.58
1-800-480-8088
Repair Service:
1-800-480-8088
Telecommunications Relay System:
1-888-704-2082

Total of Current Charges 2,121.58

Ameritech Local Service

Monthly Service - Oct 22 thru Nov 21

Monthly Charges 706.25

Other Charges and Credits

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	USOC	Monthly Charges
Date: Sep 12, 2000				
Order Number: C1303497789				
Special Services:				
Circuit Number: DHZA.581003..OB				
Charges for Changing Service				
1.	Installation Serv Call Charge	2		102.00
2.	Installation Charge			280.00
Charges for Services Added				
(Monthly Charges are Prorated from Sep 13, 2000 to Billing Date, Oct 22, 2000)				
3.	Channel Mileage Termination	2 CZ4X3	99.20	128.96
4.	Channel Mileage	4 1YZX3	55.36	21.97

Circuit Location: 3

1241 BLAIRWOOD AV
JEFFERSON TWP OH

Blairwood

Charges for Services Added

(Monthly Charges are Prorated from Sep 13, 2000 to Billing Date, Oct 22, 2000)

5.	Local Service	1 TZ4X3	125.00	162.50
Total Charges for Circuit Number: DHZA.581003..OB				745.43
Total Charges for Order Number: C1303497789				745.43

Date: Oct 17, 2000

Order Number: C1303500386

Charges for Changing Service

6.	Service Order Processing			25.50
7.	Line Connection Charge			24.35

Circuit Number: DHZA.582022..OB

Charges for Changing Service

8.	Installation Charge			820.00
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2 because of GTE 820.00

Circuit Location: 3

120 KNOX AV
DAYTON OH

Radcliff

Charges for Services Added

(Monthly Charges are Prorated from Oct 18, 2000 to Billing Date, Oct 22, 2000)

9.	Mpb Gtoh Ckt Lump Sum Amount	1 OBQGT	268.33	35.78
Total Charges for Circuit Number: DHZA.582022..OB				855.78
Total Charges for Order Number: C1303500386				905.63
Total Other Charges and Credits				1,651.06

News You Can Use - Summary

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

FRN 1149803

471 Application #389346

Letter of Appeal

471 Application #389346 - FRN 1149803

Metropolitan Dayton Educational Cooperative Association
Entity #151340

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

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