

Technology Department
Madison-Plains Local Schools
55 Linson Road
London, Ohio 43140

CG: 02-6

5 January 2007

Sir:

I sent a letter of appeal to the FCC dated 28 December 2006 for the Madison-Plains Local School District BEN 129148 for the denial of funding for FORM 471 Application Number 524383 as assigned by the USAC. The funding denial was for Internet Service from the Metropolitan Educational Council SPIN 143022680. I sent a copy of the appeal to both the FCC and the Metropolitan Educational Council. Yesterday, I received a phone call from Greg Spencer Director of Data Processing at the Metropolitan Educational Council. After reviewing the appeal papers that I sent him, he saw that I had made a mistake and used the 470 Application Number for the Funding Year 2006-2007, instead of the 470 Application Number (#215900000527260) for the 2005-2006 Funding Year for the Internet Service that was denied. Since the contract was drawn up after applying for it with the Form 470 for the Funding Year 2005-2006 I should have used the Form 470 Application Number for the 2005-2006 Funding Year, instead of the 2006-2007 Funding Year.

I hope that the information that I've included in this letter will help you with the appeal process.

If you have any questions I can be reached at the following:

E-Mail jmartind@madison-plains.k12.oh.us

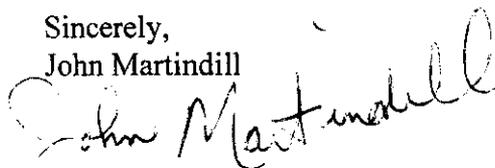
Fax 740-852-5895

Mail John Martindill
55 Linson Road
London, Ohio 43140

Telephone 937-307-0793

Thank you for your assistance.

Sincerely,
John Martindill



Technology Coordinator
Madison-Plains Local Schools
55 Linson Road
London, Ohio 43140

No. of Copies rec'd 041
List ABCDE

Technology Department
Madison-Plains Local Schools
55 Linson Road
London, Ohio 43140

28 December 2006

Sir:

This is a letter of appeal by the Madison-Plains Local School District BEN 129148 for the denial of funding for Form 471 Application Number 524383 as assigned by the USAC. The funding for \$23,625.00 was denied for Internet Service from the Metropolitan Educational Council, SPIN 143022680. Service Appendix Attachment #5 was sent with the Form 471 Application Signature Page and stated that the Internet Service provided for by the Metropolitan Educational Council would only be used to gain access to the Internet and the State Educational Network for the Madison-Plains High School, Madison-Plains Middle School, Mount Sterling Elementary School, Madison Rural Elementary School and the Midway Elementary School.

After the Form 471 approval evaluation process had begun. I was also asked for a copy of the Multi-Year Contract that was awarded to the Metropolitan Educational Council after we had submitted an RFP for the 2005-2006 funding year. This funding did receive approval for E-Rate funding for the 2005-2006 funding year. Since it was a 3 year contract, which was awarded using the E-Rate procedures, I was using it for the 2006-2007 funding year. I faxed a copy of the contract to Paul Holt of the USAC after he told me that the funding would be denied because the contract was signed before the allowable date for the 2006-2007 funding year. I informed Mr. Holt that the multi-year contract was signed after the required period of time for the Form 471 for the 2005-2006 funding year.

I am sending you a copy of the Service Appendix Attachment #5 that was sent with the 471 Application 524383 and the Multi-Year contract with the Metropolitan Educational Council.

If you have any questions I can be reached at the following:

E-Mail jmartind@madison-plains.k12.oh.us

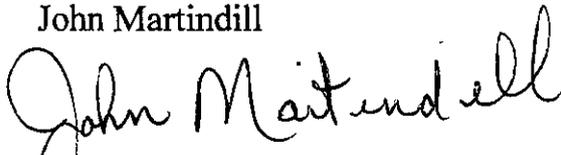
Fax 740-852-5895

Mail John Martindill
55 Linson Road
London, Ohio 43140

Telephone 937-307-0793

Thank you for your assistance.

Sincerely,
John Martindill

A handwritten signature in black ink that reads "John Martindill". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Technology Coordinator
Madison-Plains Local Schools
55 Linson Road
London, Ohio 43140

John Martindill
Madison-Plains Local School
55 Linson Road
London, OH 43140

Billed Entity Number: 129148
Form 471 Application Number: 524383
Form 486 Application Number:



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

November 29, 2006

John Martindill
Madison-Plains Local School
55 Linson Road
London, OH 43140

Re: Applicant Name: MADISON PLAINS LOCAL SCH DIST
Billed Entity Number: 129148
Form 471 Application Number: 524383
Funding Request Number(s): 1444932
Your Correspondence Dated: June 16, 2006

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 USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC'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): 1444932
Decision on Appeal: **Denied**
Explanation:

- Upon thorough review of the appeal letter and the relevant documentation, USAC has determined that you failed to respond to the Program Integrity Assurance (PIA) inquiries in a timely manner. PIA made initial contact with you on March 31, 2006, via email, requesting you to provide a copy of the full contract, signed and dated by both parties, to verify the correct Contract Award Date, as well as the portion of the bill that identifies the actual products and services being delivered, within 7-days. With no response, PIA initiated a second request on April 10, 2006, via email, again requesting you to provide a copy of the full contract, signed and dated by both parties, to verify the correct Contract Award Date, as well as the portion of the bill that identifies the actual products and services being delivered, within 7-days. As of April 18, 2006, you failed to provide a complete response to PIA. Although a response was received on April

21, 2006, it did not answer the request for supportive documentation. Per program rules, if there is insufficient documentation to determine the eligibility of a service, the service is deemed ineligible. You have failed to provide evidence on appeal that USAC erred in its original decision. Consequently, the appeal is denied.

- USAC reviews Form 471 applications and makes funding commitment decisions in compliance with FCC rules. See 47 C.F.R. sec. 54.500 et. seq. To conduct these reviews, USAC has put in place administrative measures to ensure the prompt resolution of applications. See Request for Review by Marshall County School District, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, 18 FCC Rcd. 4520, 4522, Order, DA 03-764 para. 6 (rel. Mar. 13, 2003). (Marshall County) One such measure is that applicants are required to respond to USAC's requests for the additional information necessary to complete their application within 7 days of being contacted. Id.; SLD section of the USAC website, Reference Area, "Deadline for Information Requests," www.usac.org/sl This procedure is necessary to prevent undue delays during the application review process. See Marshall County para. 6. If applicants do not respond within this time period, USAC reviews the application based on the information before it.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, 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 section of the USAC website 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



Universal Service Administrative Company

Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER (Funding Year 2006: 07/01/2006 - 06/30/2007)

May 2, 2006

John Martindill
MADISON PLAINS LOCAL SCH DIST
55 LINSON RD
LONDON, OH 43140-9751

Re: Form 471 Application Number: 524383
Billed Entity Number (BEN): 129148
Billed Entity FCC RN: 000721731
Applicant's Form Identifier: 2006A

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$11,178.00 is "Approved."
- The amount, \$23,625.00 is "Denied."

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 524383 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2006," AND
 - The exact text or the decision that you are appealing.

FUNDING COMMITMENT REPORT
Billed Entity Name: MADISON PLAINS LOCAL SCH DIST
BEN: 129148
Funding Year: 2006

Form 471 Application Number: 524383
Funding Request Number: 1444932
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 207750000
SPIN: 143022680
Service Provider Name: Metropolitan Educational Council
Contract Number: 000024
Billing Account Number: N/A
Service Start Date: 07/01/2006
Contract Expiration Date: 06/30/2008
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$52,500.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$52,500.00
Discount Percentage Approved by the USAC: N/A
Funding Commitment Decision: \$0.00 - Insufficient documentation
Funding Commitment Decision Explanation: Applicant has not provided sufficient documentation to determine the eligibility of this item.

FCDL Date: 05/02/2006
Wave Number: 002
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2007

Service Appendix
Form 471 Application Number 524383

Sprint Local Communications	Attachment #1 Provide local phone service for the Mount Sterling Elementary School.
Quest Communications	Attachment #2 Provide long distance phone service for the Midway Elementary School, Madison Rural Elementary School, Mount Sterling Elementary School, Madison-Plains Middle School, and Madison-Plains High School.
Verizon Wireless	Attachment #3 Three of the Cellular Phones are used to provide emergency communication for the Superintendent, Assisstant Superintendent, and Maintenance Department when problems arise that endanger students. The remaining three Cellular Phones are used by buses leaving the district on field trips, athletic runs, and with handicapped students, where the bus radio communications system can not be used.
SBC Ohio	Attachment #4 Provide local phone service for the Madison Rural Elementary School, Midway Elementary School, Madison-Plains Middle School and Madison-Plains High School. The Account numbers included in the request are: 740-852-1012 105 6 740-845-0702 777 3 740-852-0364 121 9 740-852-1707 106 4 740-852-2806 114 6 740-874-3310 310 1 740-852-0290 104 4

Metropolitan Educational Council

Attachment #5

Provide internet access and access to the State of Ohio Educational Network for Madison Rural Elementary School, Midway Elementary School, Mount Sterling Elementary School, Madison-Plains Middle School and Madison-Plains High School.

Madison-Plains Local Schools
55 Linson Road
London, Ohio 43140
Phone 740-852-0290
Fax 740-852-5895

**Madison-Plains
Local Schools**

Fax

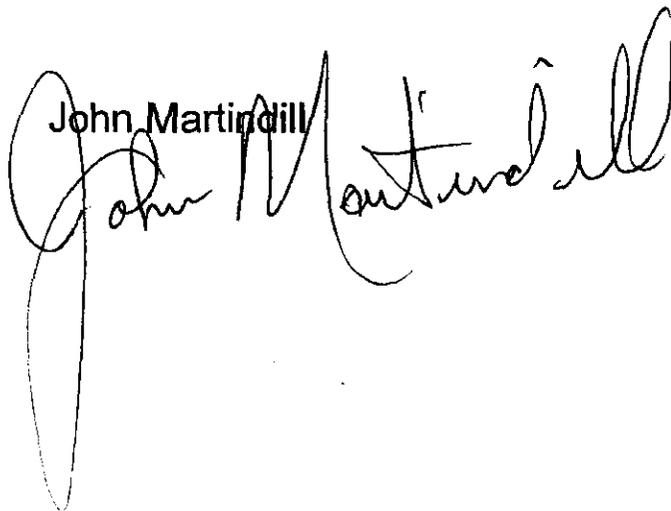
To: USAC	From: John Martindill
Fax: 1-973-599-6521	Pages: 14 Pages including the Cover Sheet
Phone:	Date: 4/24/2006
Re: Requested Information	CC:

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

Attn: Paul Holt

Here is the information you requested. If there are any questions call me at 937-307-0793.

Thank you

John Martindill




Universal Service Administrative Company
Schools & Libraries Division

FORM 470-Receipt Notification Letter
(Funding Year 2005: 07/01/2005--06/30/2006)

February 01, 2005

John Martindill
MADISON PLAINS LOCAL SCH DIST
55 LINSON RD
LONDON, OH 43140-9751

Re: Applicant's Form Identifier: 2004A
Form 470 Application Number: 188160000524328
Entity Number: 129148
Date Form 470 Posted: 12/17/2004
Allowable Vendor Selection/Contract Date: 01/14/2005

Dear John Martindill:

This letter is to notify you that the Schools and Libraries Division (SLD) has received your FCC Form 470, "Description of Services Requested and Certification Form," although we have NOT yet received your Block 5 signed certification page, either online or on paper. This letter provides important information about program rules. Please read this letter carefully and retain it for your records and future reference.

The Form 470 Application Number listed above has been assigned by the SLD and will be used to track your Form 470. This number must be provided on each FCC Form 471, "Services Ordered and Certification Form," Block 5 Funding Request that cites this Form 470. Any applicant who relies on this Form 470 will need to know this Form 470 Application Number. You may wish to share this number with those schools and/or libraries featured in this application to assist them in their preparation of the Form 471.

The purpose of the Form 470 is to open a competitive bidding process for the services desired. The Form 470 applicant is responsible for ensuring an open, fair competitive process and selecting the most cost-effective provider of the desired services with price being the primary factor. The Form 470 must be completed by the entity that will negotiate with potential service providers. A service provider who will participate in the competitive bidding process as a bidder cannot complete it. Please be aware that if a service provider was involved in the preparation or certification of your Form 470, this involvement could taint the competitive bidding process and result in the denial of your funding requests.

FCC rules require that requests for non-contracted tariffed or month-to-month services and requests for new contractual services be posted on the SLD section of the USAC web site for a period of at least 28 days before selecting a vendor in order to provide for a competitive bidding process. If you indicated on your Form 470 that you have an RFP, that RFP must also be available to potential bidders for at least 28 days before selecting a vendor. In addition, if you are seeking support on your Form 470 for the first time for services delivered under a multi-year contract signed on or before July 10, 1997, the SLD cannot process your Form 471 until the 28-day waiting period has elapsed. State or local



Universal Service Administrative Company

Schools & Libraries Division

FORM 471 RECEIPT ACKNOWLEDGMENT LETTER
(Funding Year 2005: 07/01/2005 - 06/30/2006)

March 11, 2005

John Martindill
MADISON PLAINS LOCAL SCH DIST
55 LINSON RD
LONDON, OH 43140-9751

Re: Form 471 Application Number: 465757
Funding Year 2005: 07/01/2005 - 06/30/2006
Applicant's Form Identifier: 2005B
Billed Entity Number: 129148

This notification is an acknowledgment of receipt and successful data entry of your FCC Form 471, "Services Ordered and Certification Form," reflecting \$52,500.00 in total program year pre-discount costs for services. This letter confirms that the Form 471 and signed or electronically certified Form 471 Certification have been received. Please note that the later of these Form 471 application materials was postmarked or received by the Schools and Libraries Division (SLD) on 02/14/2005. Your application will be considered within the Form 471 application filing window wherein all applications that meet the Minimum Processing Standards are treated as though they were received on the same day. It is important that you retain this Form 471 Receipt Acknowledgment Letter (RAL) for your records.

While the Item 21 Attachments are not a window filing requirement, you are encouraged to send them as soon as possible, if you have not already done so. You may send your Item 21 Attachments via e-mail, fax or mail. (See "Item 21 Attachments For Form 471" posted in the Reference Area of the SLD section of the USAC web site at www.sl.universalservice.org.)

NOTE: Item 25 on the Form 471 is a certification that you have secured access to the resources necessary to pay for (1) the non-discount portion of the costs for eligible services within the funding year, as well as (2) the ineligible products and services necessary to make effective use of the eligible services you have requested. "Secured access" means that you can show that these funds are, or will be, part of your annual budget; or, if you are obtaining the funds from an outside revenue source, that these funds have been acquired or committed. IF YOU OBTAIN THESE FUNDS FROM AN OUTSIDE SOURCE, THE FUNDS MUST NOT COME DIRECTLY OR INDIRECTLY FROM YOUR SERVICE PROVIDER(S). YOUR SERVICE PROVIDER(S) MAY NOT WAIVE THE NON-DISCOUNT PORTION OF THE COSTS.

THIS LETTER DOES NOT CONTAIN ANY DECISIONS CONCERNING YOUR REQUESTS FOR DISCOUNTS. NOTE, HOWEVER, THE THREE-WEEK RESPONSE DEADLINE DESCRIBED BELOW.

It is important that you keep the Form 471 Application Number cited above for future communications with the SLD. Our Program Integrity Assurance (PIA) Team will now review your application for compliance with program rules. Once the review of your application has been completed, you will receive one or more Funding Commitment Decision Letters (FCDLs) to inform you of our decisions on your Funding Requests. You cannot assume that USAC will approve the discounts for which you are applying before an FCDL is issued.

FCC rules require you to retain documentation showing that you have complied with all statutes and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. (See 47 C.F.R. 54 Secs. 504-516.) You must retain all required documents for a period of at least five years after the last day of service delivered. A descriptive list

Form 471 RAL Block 5 Funding Requests Report

THIS REPORT DOES NOT CONTAIN ANY DECISIONS CONCERNING YOUR REQUESTS FOR DISCOUNTS.

FRN: 1289614

SPIN: 143022680 Service Provider Name: Metropolitan Educational Council

Category of Service: Internet Access

Pre-discount Amount: \$52,500.00

Discount Percentage: 47%



**METROPOLITAN EDUCATIONAL COUNCIL
SERVICE PROVIDER CONTRACT
INTERNET SERVICE**

This agreement for the providing Internet Access service ("Agreement") is entered into on this 24th day of January, 2005, between the Metropolitan Educational Council ("Provider") and Madison-Plains Local School District ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is a regional educational center organized by the State of Ohio to provide communications and other technology services, and;

WHEREAS, the Customer is a School District or School certified for instruction by the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"*Customer*" shall mean a public or private school or school district that has agreed to the terms and conditions of this Agreement.

"*Provider*" shall mean the regional educational center.

"*Services*" shall mean all of the duties and ministrations affirmatively checked in Article III Performance of this Agreement.

"*User*" shall mean a school or person authorized by a school to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND RENEWAL

This Agreement shall be for the period beginning July 1, 2005 and ending June 30, 2008.

III. PERFORMANCE

Provider shall furnish Customer internet access services as further described in attached Exhibit A.

IV. CHARGES AND PAYMENT

Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to customer under this Agreement. Charges for the Services provided under this Agreement will be billed to Customer on an *annual* basis.

Payment of all invoices sent shall be due within thirty (30) days of the send out date on the Customer's receipt invoice. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance per month unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for fully payment. If the Customer is suspended, there may be a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. TERMINATION OF SERVICES

If, for any reason, the Customer wishes to terminate any of the services described in Exhibit A, then the following provisions will apply:

- A. Customer shall send written notification to the Provider at least thirty (30) days in advance of the requested service termination date of its desire to terminate services.
- B. Upon receiving written notice, Provider shall order termination of the telecommunication line(s) at the Customer's premises.
- C. Customer agrees to be solely responsible to Provider for the following charges:
 - a. The pro rata annual contracted amount less the amount already paid by Customer during the current July 1st through June 30th period less the cost of the unused portion of the telecommunications line(s).
 - b. All third party vendor costs related to the de-installation of the service.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

A. Providers shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the

deems to be in violation of the rules and regulations of the State Board of Education; or in violation of this Agreement; or violate state and federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Providers network and public networks including access to the Internet.

F. Customer understands and agrees that Provider shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

G. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from monitoring.

VII. PROPERTY

A. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VIII. CONFIDENTIALITY OF INFORMATION

B. Provider shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.

C. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.

D. Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

IX. NOTICES

A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth

below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Facsimile: _____
E-mail: _____

2. If to Customer:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Facsimile: _____
E-mail: _____

B. GENERAL PROVISIONS

- a. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- b. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- c. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

- d. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- e. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- f. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- g. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- h. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- i. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- j. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Madison-Plains Local School District

Printed name of Customer

Mark A. Zimer
Signature of Authorized Customer Representative

1/24/2005
Date

Mark A. Zimer
Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

1/24/2005
Date

Printed name of Authorized Customer Representative

PROVIDER:

Metropolitan Educational Council

Printed name of Provider

Elmo G. Kallner
Signature of Executive Director

1/25/2005
Date

Elmo G. Kallner
Printed name of Executive Director

4. Customer's Obligations

- a) Customer will assume all responsibilities for all local area networks (LAN) connected to an internet access connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the internet access connection. The surge suppression must meet ULI449 rating.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process of the internet access connection.
- d) Customer will provide the Metropolitan Educational Council with appropriate and sufficient space and electrical power to facilitate the internet access connection installation.
- e) Customer agrees not to connect any of its local area networks to alternative internet service providers without the approval of the Metropolitan Educational Council.
- f) Customer agrees not to resell any internet access services provided by the Metropolitan Educational Council.

CUSTOMER:
Madison-Plains Local School District

The Metropolitan Educational Council:

Mark A Zimer
Signature

Elmo G. Kallner
Signature of Executive Director

Mark A Zimer, Treasurer
Print Name and Title

Elmo G. Kallner
Print Name

Signature

Print Name and Title

SCHEDULE 1

SUMMARY OF COSTS

This exhibit is hereby made a part of the Agreement for 2005-06 by and between the Metropolitan Educational Council and Madison-Plains Local School District. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

INTERNET ACCESS SERVICES DESCRIPTION	ANNUAL CHARGE	MONTHLY CHARGE
5 - Single Line T-1 Internet Access Services	\$52,500.00	