

**St. John Vianney Catholic  
Church and School**

DOCKET FILE COPY ORIGINAL

A STEWARDSHIP PARISH

STRONG FAITH. STRONG FOUNDATION. STRONG FUTURE.

**CHURCH**  
445 82<sup>ND</sup> AVENUE  
ST. PETE BEACH, FL 33706

PHONE: 727-360-1147  
FAX: 727-367-4418  
www.stjohnsparish.org

**SCHOOL**  
500 84<sup>TH</sup> AVENUE  
ST. PETE BEACH, FL 33706

PHONE: 727-360-1118  
FAX: 727-367-8734  
www.sjvcs.org

FULLY ACCREDITED BY THE  
FLORIDA CATHOLIC  
CONFERENCE

November 7, 2007

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

RECEIVED & INSPECTED  
NOV 14 2007  
FCC - MAILROOM

**Request for Review**

CC Docket No. 02-06  
CC Docket No. 96-45  
Applicant Name: St. John Catholic School  
Billed Entity Name: St. John Catholic School  
Billed Entity Number: 37880  
471 Application Number: 585161  
FRN #1: 1624020  
FRN #2: 1624093

**CC: 02-6**

**Contact Information**

Name: Dr. Kristy S. Swol, Principal  
School: St. John Vianney Catholic School  
Address: 500 84<sup>th</sup> Avenue  
City, State, Zip: St. Pete Beach, FL 33706  
Work: 727-360-1113 .11  
Cell: 727-692-8806  
Fax: 727-367-8734  
Email: [kswol@sjv1.org](mailto:kswol@sjv1.org)

**Appeal Statement**

On May 21, 2007 I supplied to William "Bill" Ferry, of the USAC Schools and Libraries Division the information needed to complete my application. Among the information supplied was the contract for services by our network provider, which was needed for FRN's 1624020 and 1624093. Included in this packet is a complete copy of the information Bill Ferry stated that I needed to submit. This includes the fax transmittal sheet showing that the copy was successfully sent to Bill Ferry at the USAC Schools and Libraries Division on May 21, 2007.

In August 2007, I received a letter dated July 26, 2007 stating that FRN #'s 1624020 and 1624093 were denied due to "DR1: No contract was in place when the Form 471 certification was filed." As verified in the packet described above, the contracts were in place and on file with the USAC Schools and Libraries division. As such, the FRN's were denied in error.

No. of Copies rec'd 0+1  
List A B C D E

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As I had supplied the contracts needed to support FRN's 1624020 and 1624093 on May 21, 2007 when asked to do so by the USAC, the denial of the amount of \$14,840.00 was made in error. This appeal is requesting that this error on the part of the USAC be rectified and the amount of \$14,840.00 be approved.

Enclosed in this packet are the Appeal to the USAC, the original communications to William Ferry, including fax confirmation sheets, as well as the USAC appeal decision and the Funding Commitment Decision Letter.

I appreciate your time and consideration in this matter and look forward to your response.

Yours,



Dr. Kristy S. Swol  
Principal

\* \* \* Communication Result Report ( Oct. 24. 2007 3:50PM ) \* \* \*

Fax Header)

Date/Time: Oct. 24. 2007 3:46PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
4076	Memory TX	19735996542	P. 12	OK	

Reason for error

E. 1)	Hang up or line fail	E. 2)	Busy
E. 2)	No answer	E. 4)	No facsimile connection
E. 3)	Exceeded max. E-mail size		

# FAX

Letters of Appeal - USAC Schools and Libraries

To: \_\_\_\_\_ From: Dr. Kristy Swol

Fax: 1.973-599.6542 Pages: 12 including cover

Phone: \_\_\_\_\_ Date: 10.24.2007

Re: Letter of Appeal CC: [Type text]

- Urgent  
 For Review  
 Please Comment  
 Please Reply  
 Please Recycle

Comments:

Attached is the Letter of Appeal for St. John Vianney Catholic School - 37880.

10/24/2007



# FAX

**To:** Letters of Appeal – USAC Schools and Libraries  
**From:** Dr. Kristy Swol

---

**Fax:** 1.973-599.6542  
**Pages:** 12 including cover

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**Phone:**  
**Date:** 10.24.2007

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**Re:** Letter of Appeal  
**CC:** [Type text]

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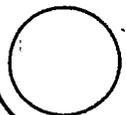
Urgent     For Review     Please Comment     Please Reply     Please Recycle

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**Comments:**

Attached is the Letter of Appeal for St. John Vianney Catholic School – 37880.

10.24.2007



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FLORIDA CATHOLIC  
CONFERENCE

10/24/07

Letter of Appeal  
Schools and Libraries Division -- Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07971

This is a Letter of Appeal.

**Appellant:** Dr. Kristy S. Swol  
**Applicant Name:** St. John Vianney Catholic School -- Dr. Kristy S. Swol, Principal  
**BEN:** 37880  
**SPIN:** 143031456  
**471 App #:** 585161  
**FCD:** Funding Commitment Decision Letter for Funding Year 2007

**FRN:** 1624020

**Funding Commitment Decision Explanation:** DR1: No contract was in place when the Form 471 certification was filed.

**FRN:** 1624093

**Funding Commitment Decision Explanation: Explanation:** DR1: No contract was in place when the Form 471 certification was filed.

**Appeal Statement:** A contract was in place when the form 471 was filed. The contract was provided to William "Bill" Ferry, Initial Reviewer of USAC Schools and Libraries Division. The contract and other documents were successfully faxed on May 21<sup>st</sup>, 2007 to 1-973-599-6578 as the enclosed transmittal and fax package indicates.

The FRN's 1624020 and 1624093 should not be denied on the basis of no contract in place as a contract was in place and provided to USAC on 5-21<sup>st</sup>-07. All required information from St. John Vianney Catholic School was provided.

Please feel free to contact me at 727-692-8806 or 727-360-1113 x 11 if you have any further questions.

Yours,



Dr. Kristy S. Swol  
Principal

:enc

\* \* \* Communication Result Report ( May. 21. 2007 10:13AM ) \* \* \*

Fax Header)

Date/Time: May. 21. 2007 10:09AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
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Reason for error  
 M. 1) Hang up or line fail  
 M. 3) No answer  
 M. 5) Exceeded max. E-mail size

E. 2) Busy  
 E. 4) No facsimile connection

**FAX**

For: Bill Ferry

Fax number: 973-599-6578

From: Kristy Swol - St. John Vianney Catholic School

Fax number: 727-367-8734

Date: 05/27/07

Regarding: App # 585161

Number of pages: 9 - Including cover

Comments:

Bill,

Here is the information you needed to complete my application # 585161. Please call me if you have questions or need additional information.

Kristy Swol  
Principal - St. John Vianney Catholic School



**FAX**

---

For: Bill Ferry

---

Fax number: 973-599-6578

---

From: Kristy Swol – St. John Vianney Catholic School

---

Fax number: 727-367-8734

---

Date: 05/27/07

---

Regarding: App # 585161

---

Number of pages: 9 – including cover

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Comments:

Bill,

Here is the information you needed to complete my application # 585161. Please call me if you have questions or need additional information.

Kristy Swol

Principal – St. John Vianney Catholic School

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FLORIDA CATHOLIC  
CONFERENCE

May 3, 2007

Dear Bill,

I am providing the information you need to complete my application #585161.

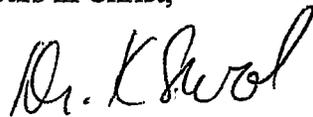
1. Our vendor recently received their spin. The spin for FRN's 1624020, 1624093 is 143031456 – LanMark Computer Concepts.
2. FRN #1623091 is a request for Local/Long Distance dial tone. This covers nine phone lines.
3. The make and model for items for FRN 1624020:

Item	Make	Model	Quantity
Firewall	WatchGuard	Firebox X	1
File Server	Intel	SE7320EP2	2
File Storage	Seagate	350GB External HD	4
Operating System	Windows	2003 Server	3
Access Points	EnGenius	ECB-3220-1PP	6

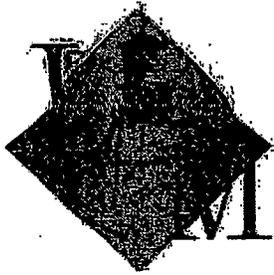
4. Server Functions:
  - a. Server 1
    - i. 90% Applications Server
    - ii. 10% Print Server
  - b. Server 2
    - i. 99% Email
    - ii. 1% Print Server
5. A copy of the contract has been provided. The Contract Award Date is May 1, 2007.
6. A copy of the certification is attached.
7. FRN – 1623846 is a cable modem through Bright House Networks.

If you have any questions, please contact me at 727-692-8806 or via email at [kswol@sjv1.org](mailto:kswol@sjv1.org).

Yours in Christ,



Dr. Kristy S. Swol  
Principal



**LANMark**  
Computer Concepts

**Quote**

May 2, 2007  
Quote #: 070502-01

**Client:**

St. Johns Vainney Catholic School  
445 82nd Avenue  
Saint Petersburg Beach, FL 33706

*Wireless  
Access points*

**Attn:**

Dr. K. Swol  
Voice: (727) 360-1147  
Fax: (727) 367-4418

Item	Description	Qty	Price Unit	Extended Price
1	EnGenius Long Range Wireless Router / Access Point (Installed)	6	\$ 448.34	\$ 2,690.04
2	Model: ECB-3220-LFP			
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

\* Shipping & handling charges not included.

**Sub-Total: \$ 2,690.04**

**Thank You For This Opportunity!**

**Shipping:**

**Total: \$ 2,690.04**

**Amount Required For Down Payment: \$ 1,345.02**

The Client agrees to pay the above prices plus all applicable taxes, shipping or special fees required to deliver the system. The prices stated above are good for 5 days from the date of this Quote/Purchase agreement. In the event this agreement is not signed and returned to LANMark within 5 days, LANMark reserves the right to change the above stated prices. In the event this agreement is accepted, Client agrees to pay the required down payment which includes sales tax at signing, and the remaining balance is due at delivery. The signature listed below authorizes LANMark to proceed with the delivery of the above equipment. The signature listed below has the authority required to approve this purchase in accordance with LANMark Computer Concepts, Inc. terms and conditions.

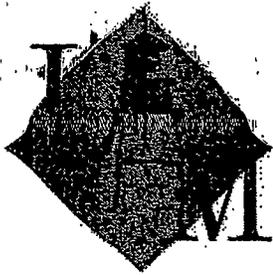
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**P.O. #:** \_\_\_\_\_

23110 State Road 54, 142 • Lutz, • Florida • 33559  
(813) 949-4040 • Fax: (813) 949-3640



# LANMark

Computer Concepts

# Quote

*Servers*

May 4, 2007  
Quote #: 070504-2

**Client:**

St. Johns Vainney Catholic School  
445 82nd Avenue  
Saint Petersburg Beach, FL 33706

**Attn:**

Dr. K. Swol  
Voice: (727) 360-1147  
Fax: (727) 367-4418

Item	Description	Qty	Price Unit	Extended Price
	Intel SE7320EP2 Dual Core Server with 350 GB Mirrored Hard Drives	2	\$4,945.27	\$9,890.54
1	Dual-Core Xeon 2 GHz 4 GB ECC DDR II DVD-RW 18X 160 ms 350 GB Seagate 7200 Server Chassis 550 Watt Dual 10/100/1000 NIC Intel Graphics 1.44MB 3.5-inch Floppy Microsoft Server 2003 (Installed)			
<b>Options:</b>				
3	Upgrade to Dual Processors: Intel T2500 Dual-Core Xeon 2 GHz	ADD	1 \$445.24	\$445.24
4	Opti-UPS ES1500C UPS	ADD	2 \$250.00	\$500.00
5	Seagate 350 GB Hard Drive & External Case	ADD	4 \$219.99	\$879.96
6	Belkin OmniView PRO2 Keyboard, Video & Mouse Switch Box	ADD	2 \$189.95	\$379.90
7	Belkin OmniView PRO2 (KVM) cable kit	ADD	8 \$29.95	\$239.60
8				

\*Labor, shipping & handling charges not included.

Server Total: \$9,890.54  
Server Options: \$2,444.70  
Shipping:

**Thank You For This Opportunity!**

All Equipment: \$ 12,335.24

Amount Required For Down Payment: \$ 6,513.79

The Client agrees to pay the above prices plus all applicable tax's, shipping or special fees required to deliver the system. The prices stated above are good for 5 days from the date of this Quote/Purchase agreement. In the event this agreement is not signed and returned to LANMark within 5 days, LANMark reserves the right to change the above stated prices. In the event this agreement is accepted, Client agrees to pay the required down payment which includes sales tax at signing, and the remaining balance is due at delivery. The signature listed below authorizes LANMark to proceed with the delivery of the above equipment. The signature listed below has the authority required to approve this purchase in accordance with LANMark Computer Concepts, Inc. terms and conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

23110 State Road 54, Unit 142 • Lutz, • Florida • 33559  
(813) 949-4040 • Fax: (813) 949-3640



**LANMark**

Computer Concepts

## SERVICE & SUPPORT AGREEMENT

23110  
State Road 54, 142  
Lutz  
Florida  
33549-6933

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May, 2007 by and between LANMark Computer Concepts, Inc. a Florida Corporation (hereinafter referred to as "LANMark") with a principal place of business at 23110 State Road 54, 142, Lutz, Florida, 33549 and St Johns Vainney Catholic School (Hereinafter referred to as "Client") with a principal place of business at 500 84th Avenue, St. Pete Beach, Florida 33706.

### PURPOSE & SERVICES:

LANMark will provide data processing support which will consist of four (4) hours per month of desktop support and two (2) hours per month emergency file server support each month; with a one (1) hour minimum per service call. Client may accumulate up to Six (6) hours of emergency file server support. LANMark will bill Client \$800.00 per month. Account overages will be billed at the end of each month and due upon receipt.

### THE TWO ABOVE PARTIES AGREE AS FOLLOWS:

#### 1. LENGTH OF AGREEMENT

The period of this agreement shall be period of one year from the date of commencement.

#### 2. PERIODIC REVIEWS

The management representatives of both firms will meet periodically to review business, activity initiated by this Agreement.

#### 3. DAY-TO-DAY OPERATING EXPENSES

Client will bear the day-to-day expenses, incurred by LANMark arising out of obligations and efforts under this Agreement. LANMark shall have the right to reimbursement for its expenses incurred during the period of this agreement.

Unusual circumstances will be negotiated by both parties in advance and in writing prior to LANMark incurring any expenses.

#### 4. NON-SOLICITATION

It is expressly agreed and understood that neither party will solicit personnel of the other party for the purpose of inducing them to join their employ during the course of this Agreement and any resulting subcontract hereunder and for a period of one (1) year thereafter, without the prior written consent of the other party.

#### 5. PROPRIETARY RIGHTS INDEMNITY

Each party warrants that the data, information, and other material furnished to the other party does not infringe any third party rights in any U.S. patent, copyright, or trade secret. Excepting claims based on any infringement of proprietary rights, in no event shall either party be liable to the other as a result of the performance of this Agreement, for any loss of profits.

#### 6. RESPONSIBILITIES

See attachment labeled "Areas of Responsibility".

#### 7. SINGLE POINT OF CONTACT

Client will provide a single point of contact for LANMark and its employees to report to.

#### 8. ESTABLISHED WORK AREA

Client shall provide LANMark's onsite representative with adequate workspace to complete any work orders. Client will also provide a phone with outside long distance line capabilities (for technical support).

Page 1 of 4 Pages

LANMark  
Initials: [Signature]

Client  
Initials: [Signature]

**9. PAYMENT**

Client will be invoiced \$800.00 each month for the above stated services & pay LANMark the total monthly invoice in advance. Any additional IT or Computer Support will be billed a LANMark's prevailing rates. In addition LANMark will waive all trip charges. If Client is unable to complete payment of the monthly fee by the 5<sup>th</sup> day of the month, LANMark shall have the right at its sole discretion to charge Client a \$45.00 late fee and 1 1/2% interest on the outstanding balance and/or suspend support services. Client will pay LANMark for any other expenses that were approved by Client subject to LANMark's terms and conditions.

The term of this agreement shall commence on the date of this agreement and shall continue for a period of one (1) year and shall be automatically renewed for an additional one (1) year term or any subsequent one-year term unless LANMark receives written notice 60 days prior to November 1<sup>st</sup> of the following year.

**10. MISCELLANEOUS**

This Agreement is the entire agreement between the parties and may only be modified only by a letter signed and authorized by representatives of each party.

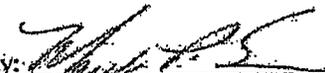
Client agrees to LANMark Computer Concepts, Inc. terms and conditions. See attachment labeled "Terms and Conditions".

This agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the award of a contract under the effort set forth herein.

If any part, term or provisions of this agreement shall be held void, illegal, unenforceable, or conflict with any law of a federal, state or local government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.

WITNESS the due execution with the intent of being legally bound hereby:

LANMark Computer Concepts, Inc.

By:   
Mark P. Evans, President

St Johns Vainney Catholic School

By:   
Dr. Kristy Swol, Ed.D.

Title: Principal

Date: 05/01/07

Date: 05/01/07

LANMark  
Initials: \_\_\_\_\_

Client  
Initials: \_\_\_\_\_

TERMS AND CONDITIONS

**THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

1. **Shortages.** The Buyer in writing within a period of 48 hours must make all claims of shortages from receipt of product. Unless such notice is given within the stated period of time, Buyer agrees that it shall be conclusively presumed that Buyer has fully inspected the product and acknowledged that NO shortage exists.
2. **Title/Risk of Loss.** Title to the product shall pass to Buyer upon delivery of product to the common carrier (at LANMark Computer Concepts' dock) or any other location directed by Buyer. All risk of loss, damage, theft or destruction to the product shall be borne by the Buyer at F.O.B. point. No such loss, damage, theft or destruction to the product, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect.
3. **Security Interest.** Buyer agrees that LANMark Computer Concepts, Inc. shall retain a security interest in all product detailed herein and to all product now or hereafter acquired by Buyer and to any proceeds thereof, until the purchase price and any other charges due to LANMark Computer Concepts, Inc. have been paid in its entirety. Buyer agrees to execute any financing statement or other documents that LANMark Computer Concepts, Inc. requests in order to protect LANMark Computer Concepts, Inc. security interest. Upon any default by Buyer of this agreement, LANMark Computer Concepts, Inc. shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.
4. **Payment.** Unless otherwise agreed in writing by LANMark Computer Concepts, Inc. all credit purchases must be paid in accordance with LANMark Computer Concepts, Inc. normal terms of sale which is Net 10 days. All past due amounts are subject to a \$25.00 late fee and a 1.5% monthly financing charge or the maximum permissible under applicable law. All drafts dishonored for any reason shall be assessed a \$35.00 service charge. In the event that Buyer stops payment on any draft issued to LANMark Computer Concepts, Inc. for any reason, Buyer hereby recognizes that LANMark Computer Concepts, Inc. would suffer damage, since the exact amount cannot be determined with certainty. Buyer shall pay LANMark Computer Concepts, Inc. liquidated damages of \$500 for each such draft. In the event that Buyer utilizes a credit card to purchase products Buyer agrees that Buyer will not unnecessarily dispute such charges and further agrees to use Buyer's best efforts to resolve any good faith dispute.
5. **Returns.** The terms for product return are limited to those set forth in LANMark Computer Concepts, Inc. RMA policies and procedures statement available upon request. Notwithstanding any provision to the contrary, a copy of the original purchase invoice and a return merchandise authorization number from LANMark Computer Concepts, Inc. must accompany all returns. All returns are subject to a 25% restocking fee and must be received by LANMark Computer Concepts, Inc. with the original packing materials and cartons in like-new re-salable condition. All returns subject to in-house credit only. It is within LANMark Computer Concepts, Inc. sole discretion to issue cash refunds. No returns for credit after 30 days - repair or exchange only.
6. **Remedies of LANMark Computer Concepts, Inc.**  
**A. In General.** Upon the occurrence of any event of default of at any time thereafter, LANMark Computer Concepts, Inc. may at its option and without further notice, exercise one or more of the following remedies as LANMark Computer Concepts, Inc. in its sole discretion shall elect: (1) Demand or, without demand, sue for amounts then due or thereafter accruing under any invoice, bill or other documentation evidencing indebtedness; (2) Suspend deliveries as for any or all product; (3) Take possession of the product wherever found and for this purpose enter upon any premises of Buyer and remove the product, without court order or other process of law, without any liability for damages, suit, action or other proceeding by the Buyer for such entry and, or removal; (4) Cause Buyer at its own expense to promptly return the product to LANMark Computer Concepts, Inc. in good like new condition; (5) Sell the goods, or any part thereof at public or private sale (for cash or credit) at such time or times as LANMark Computer Concepts, Inc. shall determine free and clear of any rights of buyer and if notice thereof is required by law, any notice in writing of any such sale by LANMark Computer Concepts, Inc. to Buyer of not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Buyer; (6) Exercise any and all rights accruing to LANMark Computer Concepts, Inc. under any applicable contract or law upon a default by Buyer.  
**B. Collection Costs.** In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorney's fees incurred by LANMark Computer Concepts, Inc. including pre-suit, suit or appeal, to include mediation and arbitration where applicable.  
**C. Rights and Remedies.** No right or remedy conferred upon or reserved to LANMark Computer Concepts, Inc. by this agreement shall be exclusive of any other right or remedy herein or by contract or law provided, all rights or remedies conferred upon LANMark Computer Concepts, Inc. by this agreement and by law shall be cumulative and in addition to every other right or remedy available to LANMark Computer Concepts, Inc.
7. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE STANDARD LIMITED WARRANTY, IF ANY, APPLICABLE TO THE PRODUCT, LANMark Computer Concepts, Inc. GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE REGARDING THE PRODUCTS, AND LANMark Computer Concepts, Inc. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Indemnification.** The Buyer agrees to and shall indemnify, defend and hold harmless LANMark Computer Concepts, Inc. its employees and agents for and against all claims, lawsuits and losses from any party including the Buyer for any damages either due to inadvertence and negligence or intentional acts on the part of LANMark Computer Concepts, Inc. its employees and agents. Any defense provided hereunder shall be by counsel of LANMark Computer Concepts, Inc.'s choice.
9. **Limitation of Liability.** In the event that product malfunction leads to damage or injuries to the product, to the Buyer's business, the end-user's business, to other equipment, or residence or to employees or to other persons, LANMark Computer Concepts, Inc. shall not be liable for such damages or injuries. The Buyer understands and agrees that if LANMark Computer Concepts, Inc. shall be found liable for loss or damage due from failure of LANMark Computer Concepts, Inc. to perform any of LANMark Computer Concepts, Inc.'s obligations hereunder or the failure of the product in any respect whatsoever, LANMark Computer Concepts, Inc. liability shall be limited to \$250.00 and this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance of non-performance of LANMark Computer Concepts, Inc. obligation, breach of express or implied warranty, or from negligence, active or otherwise by LANMark Computer Concepts, Inc., its agents, servants, assignees or employees. In no event shall LANMark Computer Concepts, Inc. be responsible for any other damages, including special or consequential damages.
10. **Waiver.** No failure on the part of LANMark Computer Concepts, Inc. to exercise, and no delay in exercising any right hereunder, will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder by LANMark Computer Concepts, Inc. preclude any further exercise hereof or of the exercise of any other right.
11. **Governing Law/Venue.** This agreement shall be construed and enforced in accordance with the laws of the state of Florida. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of Pasco County in the state of Florida. The Buyer agrees to waive jury trial, and trial all of these issues shall be non-jury.
12. **Entire Agreement/Modification.** The parties intend this agreement to be a complete statement of the terms of their agreement and replaces and supersedes any prior agreements between them with respect to the subject matter hereof. No course of prior dealings or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed, modified or amended except by an instrument in writing signed by LANMark Computer Concepts, Inc. and Buyer.

LANMark  
Initials: *[Signature]*

Client  
Initials: *ICSS*

# AREAS OF RESPONSIBILITY

*As Directed or Time Permitting.*

## **Workstation Preventive Maintenance**

Hard Drive: *Disk defragmentation, scanning, temporary file removal, etc.*  
Cleaning: *Dust removal, screen/keyboard cleaning, etc.*  
Floppy Drive: *Security lock enforcement*

## **Workstation Operation Maintenance**

Network Connectivity: *Maintain latest patches for network interface*  
Operating System: *Maintain latest patches for user interface*

## **Software Maintenance/Support**

Upgrades: *Installation and configuration of all application upgrades*  
Enhancements: *Installation and configuration to all application add-ons*  
Security: *Maintenance of all user privileges on each application*  
File Management: *Maintenance of application file structures*

## **Wide Area Network Management & Maintenance:**

All maintenance and service of wide area network circuits and Routers.  
Manage and work with all communication companies who provide wide area network circuits and other communication circuits.  
In the event of a circuit failure LANMark will work with the appropriate communication company to facilitate the restoration of data communications between locations.  
All communication hardware defects repaired.

## **Microsoft Network & File Server Maintenance:**

Maintenance and service on Microsoft Server (as required).  
Installation of file server upgrades (as required).  
Installation of file server operating system patches (as required).  
Repair server hardware failures.  
(does not cover acts of abuse, mishandling or improper utilization)

LANMark  
Initials: MAE

Client  
Initials: KJR

- Provide USAC with the correct Contract Award Date.
- If your authorized representative completed the information in this document, please attach a copy of the letter of agency or another agreement between you and the consultant authorizing them to act on your behalf. If you receive assistance outside of your organization in responding to this request, please indicate this in your reply.
- Complete, sign, and return the certification (below).

### CERTIFICATION

I certify that I am authorized to make the representations set forth below on behalf of St. John Catholic School, the entity represented on this letter, and am the most knowledgeable person with regard to the information set forth herein. I certify that for Funding Request Number(s) (FRNs) 1624020, the Contract Award Date (CAD) is 5-1-07 as reflected on the supporting documentation for this contract. I am correcting the CAD provided on the FCC Form 471 submitted for the above listed FRNs. I acknowledge that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 21 day of May, 2007 at St. Pete Beach [city], FL [state].

Signed [Signature] Date 5-21-07  
 Print Name Dr. KRISTY SWOL  
 Title Principal  
 Employer St. John Vianney Catholic School  
 Telephone Number 727-360-0113  
 E-mail Address KSWOL@sjv1.org  
 Address 500 Ruth Av.  
St. Pete Beach, FL 33706

FRN 1624093 includes a request for Internal Connections or Basic Maintenance of Internal Connections. These products/services are presumed to be contracted-for products/services. Please provide a copy of the full contract, signed and dated by both parties. Failure to provide a signed and dated contract may be cause for denial.

If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to



**Universal Service Administrative Company**  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2007-2008**

October 26, 2007

Dr. Kristy S. Swol  
St. John Vianney Catholic Church and School  
500 84th Avenue  
St Pete Beach, FL 33706

Re: Applicant Name:	ST JOHN CATHOLIC SCHOOL
Billed Entity Number:	37880
Form 471 Application Number:	585161
Funding Request Number(s):	1624020, 1624093
Decision Letter Date:	July 26, 2007
Date Appeal Postmarked:	October 24, 2007
Your Correspondence Dated:	October 24, 2007

Our records show that your appeal was postmarked more than 60 days after the date your Funding Commitment Decision Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, 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 POSTMARKED within 60 days of the above 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.

Schools and Libraries Division  
Universal Service Administrative Company

Dr. Kristy S. Swol  
St. John Vianney Catholic Church and School  
500 84th Avenue  
St Pete Beach, FL 33706

Billed Entity Number: 37880  
Form 471 Application Number: 585161  
Form 486 Application Number:



# Universal Service Administrative Company

Schools & Libraries Division

**FUNDING COMMITMENT DECISION LETTER**  
(Funding Year 2007: 07/01/2007 - 06/30/2008)

July 26, 2007

Dr. Kristy S. Swol  
ST JOHN CATHOLIC SCHOOL  
500 84TH AVE  
ST PETERSBURG, FL 33706-1517

Re: Form 471 Application Number: 585161  
Billed Entity Number (BEN): 37880  
Billed Entity FCC RN: 0014355986  
Applicant's Form Identifier: None entered

Thank you for your Funding Year 2007 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, \$7,008.00 is "Approved."
- The amount, \$14,840.00 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 FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

#### 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 585161 as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2007," AND
  - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your

appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.

4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org). USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
100 South Jefferson Road  
P.O. Box 902  
Whippany, New Jersey 07981

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (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 by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. 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.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company

**FUNDING COMMITMENT REPORT**

Billed Entity Name: ST JOHN CATHOLIC SCHOOL  
BEN: 37880  
Funding Year: 2007

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 585161  
Funding Request Number: 1623091  
Funding Status: Funded  
Category of Service: Telecommunications Service  
Form 470 Application Number: 708290000592383  
SPIN: 143001435  
Service Provider Name: Verizon Florida Inc.  
Contract Number: T  
Billing Account Number: 727-360-1113  
Multiple Billing Account Numbers: Y  
Service Start Date: 07/01/2007  
Service End Date: 06/30/2008  
Contract Award Date: N/A  
Contract Expiration Date: N/A  
Site Identifier: 37880  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,000.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$3,000.00  
Discount Percentage Approved by the USAC: 40%  
Funding Commitment Decision: \$1,200.00 - FRN approved as submitted

FCDL Date: 07/26/2007  
Wave Number: 012  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2008

FUNDING COMMITMENT REPORT  
Billed Entity Name: ST JOHN CATHOLIC SCHOOL  
BEN: 37880  
Funding Year: 2007

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 585161  
Funding Request Number: 1623829  
Funding Status: Funded  
Category of Service: Telecommunications Service  
Form 470 Application Number: 708290000592383  
SPIN: 143005695  
Service Provider Name: Sprint Communications Co. L.P.  
Contract Number: T  
Billing Account Number: 605018728  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2007  
Service End Date: 06/30/2008  
Contract Award Date: N/A  
Contract Expiration Date: N/A  
Site Identifier: 37880  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$8,400.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$8,400.00  
Discount Percentage Approved by the USAC: 40%  
Funding Commitment Decision: \$3,360.00 - ERN approved as submitted

FCDL Date: 07/26/2007

Wave Number: 012

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2008

## FUNDING COMMITMENT REPORT

Billed Entity Name: ST JOHN CATHOLIC SCHOOL  
BEN: 37880  
Funding Year: 2007

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 585161  
Funding Request Number: 1623846  
Funding Status: Funded  
Category of Service: Internet Access  
Form 470 Application Number: 708290000592383  
SPIN: 143016611  
Service Provider Name: Bright House Networks Information Services (Florida)  
Contract Number: T  
Billing Account Number: Roadrunner  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2007  
Service End Date: 06/30/2008  
Contract Award Date: N/A  
Contract Expiration Date: N/A  
Site Identifier: 37880  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$5,520.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$5,520.00  
Discount Percentage Approved by the USAC: 40%  
Funding Commitment Decision: \$2,208.00 - ERN approved as submitted

FCDL Date: 07/26/2007

Wave Number: 012

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2008

**FUNDING COMMITMENT REPORT**  
**Billed Entity Name: ST JOHN CATHOLIC SCHOOL**  
BEN: 37880  
Funding Year: 2007

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 585161  
Funding Request Number: 1623881  
Funding Status: Funded  
Category of Service: Telecommunications Service  
Form 470 Application Number: 708290000592383  
SPIN: 143004203  
Service Provider Name: AT&T dba ACC National Long Dist Corp.  
Contract Number: T  
Billing Account Number: 727-360-1113  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2007  
Service End Date: 06/30/2008  
Contract Award Date: N/A  
Contract Expiration Date: N/A  
Site Identifier: 37880  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$600.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$600.00  
Discount Percentage Approved by the USAC: 40%  
Funding Commitment Decision: \$240.00 - FRN approved as submitted

FCDL Date: 07/26/2007  
Wave Number: 012  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2008

**FUNDING COMMITMENT REPORT**  
**Billed Entity Name: ST JOHN CATHOLIC SCHOOL**  
**BEN: 37880**  
**Funding Year: 2007**

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 585161  
Funding Request Number: 1624020  
Funding Status: Not Funded  
Category of Service: Internal Connections  
Form 470 Application Number: 708290000592383  
SPIN: 143031456  
Service Provider Name: LANMark Computer Concepts, Inc.  
Contract Number: N/A  
Billing Account Number: LanMark Computer Concepts  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2007  
Service End Date: N/A  
Contract Award Date: 05/01/2007  
Contract Expiration Date: 06/30/2008  
Site Identifier: 37880  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$27,500.00  
Pre-discount Amount: \$27,500.00  
Discount Percentage Approved by the USAC: 40%  
Funding Commitment Decision: \$0.00 - Contract Violation  
Funding Commitment Decision Explanation: DR1: No contract was in place when the Form 471 certification was filed.

ECDL Date: 07/26/2007

Wave Number: 012

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2008

## FUNDING COMMITMENT REPORT

Billed Entity Name: ST JOHN CATHOLIC SCHOOL  
BEN: 37880  
Funding Year: 2007

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 585161  
Funding Request Number: 1624093  
Funding Status: Not Funded  
Category of Service: Basic Maintenance of Internal Connection  
Form 470 Application Number: 708290000592383  
SPIN: 143031456  
Service Provider Name: LANMark Computer Concepts, Inc.  
Contract Number: N/A  
Billing Account Number: Network Maintenance  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2007  
Service End Date: N/A  
Contract Award Date: 05/01/2007  
Contract Expiration Date: 06/30/2008  
Site Identifier: 37880  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$9,600.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$9,600.00  
Discount Percentage Approved by the USAC: 40%  
Funding Commitment Decision: \$0.00 - Contract Violation  
Funding Commitment Decision Explanation: DR1: No contract was in place when the Form 471 certification was filed.

FCDL Date: 07/26/2007

Wave Number: 012

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2008