

May 19, 2008

CC Docket No. 02-6

Request for Review

Submitted by

James Schintgen, Director of Technology
West Iron County School District
601 Garfield Avenue
Iron River, MI 49935

Billed Entity Name: West Iron County School District
Billed Entity Number: 131792
Form 471 Application No. 613715

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

Dear Ms. Dortch:

I am submitting to you this Request for Review in the matter of Universal Service Administrative Company's denial of our funding requests submitted on our Form 471 application number 613715. The reason for denial was stated as failure to file a Form 470. I have included copies of our original Request for Waiver sent to you in February, 2008, as well as our past and current service provider contracts, all of which are following this page.

Allow me please to explain the circumstances of this matter and why a Form 470 was never filed:

In February, 2008 a Request for Waiver was submitted to your office (please see following page), to which we never received a reply. This Request for Waiver document explains the reasons why the Form 470 deadline was missed.

Because we never received a reply for an extension of this deadline, when the deadline to file the Form 471 arrived, we had no choice but to renew our existing service provider contracts and file the Form 471 without having filed a Form 470. It was also our understanding that this was acceptable as long as our current contracts had not yet expired, making the filing of the Form 470 not mandatory.

In conclusion, we feel that we should have been issued a waiver of the deadline for Form 470 due to the extenuating circumstances of the district not having a Technology Director until after the deadline. The fact that we did not receive any response to this request essentially tied our hands and forced us to renew our current contracts, which we are being told by USAC that the dates of these contracts are the reason for their denial of funding.

I urge you to please review and reconsider USAC's decision on this matter, as this funding is essential to our district as enrollment and state funding continue to decline, forcing the district to cut staff and programs. Denial of this funding would come at a very difficult time for this district and would make a bad situation even worse. We have tried to do everything we are required to do to secure this funding correctly and timely given our circumstances.

Thank you for your time and I look forward to hearing from you soon. If there is any other information or clarification needed, don't hesitate to contact me.

Sincerely,



James Schintgen, Director of Technology
West Iron County School District
601 Garfield Avenue
Iron River, MI 49935
(906) 265-9218, ext. 5128

jim@westiron.org

Billed Entity Name: West Iron County School District
Billed Entity Number: 131792

Request for Waiver

Submitted by

Richard Burby, Superintendent
West Iron County School District
601 Garfield Avenue
Iron River, MI 49935
(906) 265-9218

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

Dear Mrs. Dortch:

Please accept this request for waiver of the Schools and Libraries Universal Service Description of Services Requested and Certification Form 470, which had a deadline of January 10, 2008. The reason for this request is due to the fact that the West Iron County School District was without a Technology Director as of October, 2007. We have just recently hired a new Technology Director, who will continue to proceed with timely submission of required forms by the required deadlines. By the time the new Technology Director was on board, however, the deadline to file Form 470 had already passed.

If you need any further information in order to render a decision on this appeal, please contact James Schintgen, Technology Director, Caryn Johnson, Assistant to the Superintendent or myself at (906) 265-9218.

Thank you for your consideration of this request.

Sincerely,

Richard Burby, Superintendent
West Iron County School District
601 Garfield Avenue
Iron River, MI 49935

(906) 265-9218
rburby@westiron.org

Item 21 Attachment #1 Application # 613715

FIBEROPTIC CABLE

LEASE AGREEMENT

THIS AGREEMENT is entered into on this 4th day of February, 2008 by and between **IRON RIVER COOPERATIVE TV ANTENNA CORPORATION**, located at 316 North Second Avenue, Iron River, MI (the "Lessor"), and the **WEST IRON COUNTY PUBLIC SCHOOL DISTRICT**, whose address is 10 Garfield Avenue, PO Box 580, Iron River, MI (the "Lessee"):

RECITALS

WHEREAS, the Parties previously entered into a lease agreement which is set to expire on June 30, 2005, and the parties wish to renew and modify such lease.

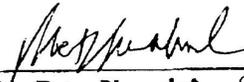
THEREFORE, the parties agree as follows:

1. The term of the lease shall be one (1) year, and shall become effective July 1, 2008.
2. The Lease payment shall be \$18,000 per year.
3. The Lease payments shall be due annually and in advance, i.e. within Fifteen (15) days of the beginning of the lease and its anniversary thereafter. However, to the extent that a portion of the lease payment is to be paid from grant funds, that portion shall become due and payable when the grant funds become available.
4. Lessor shall have the obligation to maintain all portions of the fiberoptic cabling system except any portion that lies within the outer confines of any building of Lessee.
5. Lessee shall have the right to non-exclusive use of any portion of or any number of strands of Lessor's fiberoptic network that Lessee desires.
6. Lessor shall have the right to terminate this lease upon 30 days written notice without penalty if Lessee fails to make payment when due or uses the fiberoptic cable or its strands to the extent that Lessor's ability to operate its business is hindered in any way. In the event of termination for any reason other than failure to pay when due, Lessee shall only be obligated to pay the pro-rated portion of the annual lease payment and any payment in excess of the pro-rated amount shall be returned to Lessee.

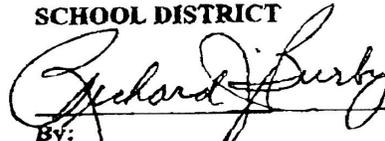
- 7. Lessee shall have the right to terminate this lease upon 30 days written notice and be obligated to pay Lessor as follows:
 - A. If the Lessee has qualified for a grant to assist with the payment of this lease, then Lessee shall be obligated to pay the pro-rated portion of the annual lease payment and any payment in excess of the pro-rated amount shall be returned to Lessee.
 - B. If Lessee has not qualified for a grant to assist with the payment of this lease, Lessee shall pay \$10,800 if Lessor subjectively determines that the failure to obtain grant funds was the responsibility of Lessee, otherwise Lessee shall pay \$5400.
 - C. However, if Lessee gives such notice before July 1 of any year, to be effective as of July 1 of the year of the notice, Lessee shall not be obligated to pay anything for any period after July 1.
- 8. Lessee shall hold Lessor harmless of and from any damages arising out of any downtime, repairs, damage from spikes or any other damage of any sort caused by, associated with or arising out of (in whole or in part) Lessee's use of Lessor's fiberoptic network.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth herein.

**IRON RIVER COOPERATIVE TV
ANTENNA CORPORATION**


 By: ~~Peter Nocerini~~ *ROBERT BUSAKOWSKI*
 Its: ~~President~~ *Vice President*

**WEST IRON COUNTY PUBLIC
SCHOOL DISTRICT**


 By: _____
 Its: Superintendent

TelNet Product/Service Agreement



QUOTE# QT4535664
DATE 4/22/2008

Quote To:

West Iron County Admin
 601 Garfield Ave
 Iron River, MI 49935
 Tel 906-265-9717
 Fax

*601
Iron
River*

Service Location:

West Iron County Public Schools
 201 GARFIELD AV
 MARQUETTE, MI 49935
 Tel 906-265-5184
 CLI: IRRVMIMN

TELNET PRI - 36 mo

Qty	Description	Unit Price	Total
Monthly Recurring Charges			
1	Local Loop	\$0.00	\$0.00
1	Unlimited Local	\$80.00	\$80.00
1	TelNet PRI	\$310.00	\$310.00
Total Recurring Charges			\$390.00

Usage

Local \$0.0000 / call
 Intralata \$0.0290 / min
 Intrastate \$0.0290 / min
 Interstate \$0.0290 / min
 Toll Free Intrastate \$0.0390 / min
 Toll Free Interstate \$0.0390 / min

Prices do not include shipping charges, regulatory fees, applicable taxes, administration or service fees, time and material charges or professional services. Additional charges will be assessed on the completion of the Order and are subject to change. \$0.15/mo per DID, \$9.50/mo per additional listing, \$6.00/mo per non published/listed number, variable E911 charges based on ratecenter per E911 entry, \$0.99/mo recovery fee per E911 entry, \$6.95/mo per Basic Voice Mail, \$11.95/mo per Enhanced Voice Mail. Other charges may apply.

This order constitutes an offer which may be accepted only on the terms and conditions stated on the face of this document and on the attached MSA. The acknowledgement, acceptance, or confirmation used by Buyer shall be of no force or effect whatsoever, unless specifically agreed to in the MSA. This quote is good for 30 days from the quote date.

Note to Agents: Please scan signed document and upload into Compass or fax this completed form back to TelNet Worldwide at 248-485-1090.

Signature *Richard J. Boorby*
Title Superintendent

P.O.# 9000
Date 4-22-08

MASTER SERVICE AGREEMENT
(MSA)



SERVICES PROVIDED

TelNet Worldwide, Inc. ("TelNet") agrees to provide to the "Customer" (defined as the party signing below and made a party to this Master Service Agreement), with various Telecommunications and Data services (the "Services") as indicated below for the location specified in this agreement.

TELNET PRI

The rates and charges for designated Services are specified in the attached Product/Service Agreement and in the appropriate tariffs.

TERM OF AGREEMENT

The initial term of agreement will begin with the date of installation and will continue for 36 months. Upon completion of the contract period this Agreement will automatically revert to the then current month-to-month rates.

CUSTOMER RESPONSIBILITIES

The Customer agrees to pay for and use the Services based on the following guidelines:

- According to the terms and conditions of this Agreement; and TelNet's general terms and conditions listed on www.telnetww.com which are made part of this Agreement;
- Customer agrees to pay for the Services provided at the rates described in the Product/Service Agreement plus any applicable taxes, fees and regulatory charges.
- Portions of the TelNet Services provided may be regulated services and if so, are governed by tariffs which are made part of this Agreement. Customer understands and agrees to abide by the terms set out in the TelNet tariffs, as applicable.
- Unless otherwise specified in writing, the Customer agrees to be responsible for obtaining and maintaining any equipment used to access, connect to or use the Services.
- Customer is responsible for the identification and payment of any termination fees to any 3rd party that may apply when switching to TelNet services.

CREDIT REVIEW

By signing below, the Customer gives TelNet permission to obtain credit information about the Customer. At its discretion and subject to state law, TelNet may decide not to provide service to the Customer based on the credit information obtained or to require a Customer to make a deposit.

TERMINATION WITHOUT LIABILITY

A. Customer may terminate this Agreement without liability for a Termination Fee for any of the following reasons:

- Customer signs a new MSA Agreement for the same or expanded TelNet Worldwide Services for a term equal to or greater than the term of the original Product/Service Agreement.
- TelNet fails to remedy a documented interruption of service within a reasonable time frame, as determined by TelNet Executive Management.

B. TelNet may terminate this Agreement and the Services for Customer's non-payment in accordance with its rights under its general terms and conditions and its tariffs. Upon termination of this Agreement by TelNet for non-payment, or by the Customer except under A above, the Customer shall be liable for the payment of all Services provided through the date of termination, plus any applicable Termination Fees under a Product/Service Agreement.

C. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service due to cost or the product/service is no longer offered in a TelNet tariff. In this instance the Customer will not be liable for any Termination Fee.

TERMINATION WITH LIABILITY

Except as provided above, if Customer terminates the agreement prior to the expiration of its initial term or an Extension of the MSA, or if TelNet terminates the agreement due to non-payment, the Customer will owe TelNet the following Termination Fees per applicable Service: the monthly recurring charge (MRC) times the remaining number of months of the contract period per TelNet PRI, Voice and Data, Voice Service, VoIP, VoIP w/T1, Internet 1.5M, Internet 3.0M, Internet 4.5M, Internet 6.0M, Private Line, Data PRI, IP Drain Access, or Collocation services.

MASTER SERVICE AGREEMENT
(MSA)



LIMITATION OF LIABILITY OF TELNET

In the event of an interruption in the Services provided, TelNet will use reasonable efforts to repair the interruption as soon as possible. TelNet will provide the Customer with any credits required by applicable law or tariff for interruptions in service. In no event (other than with respect to TelNet's willful misconduct or gross negligence) shall TelNet be liable for any incidental, indirect, special, or consequential damages of any kind whatsoever (including without limitation, lost revenue or profits) regardless of the cause or foresee-ability thereof. Credits within any one month will not exceed the total amount paid by the Customer for monthly service.

WARRANTY DISCLAIMER

WITH RESPECT TO THE SERVICES AND ANY TELNET FURNISHED EQUIPMENT, TELNET HEREBY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT STATED HEREIN, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND IN PARTICULAR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TELNET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE CUSTOMER'S SOFTWARE OR 3RD PARTY APPLICATIONS WILL WORK IN ACCORDANCE WITH THE CUSTOMER EXPECTATIONS.

REGULATORY ACTIONS

A portion of TelNet's costs of providing the Services are set by regulatory agencies, legislative bodies and/or incumbent service providers. In the event that any regulatory agency, legislative body, court or incumbent service provider takes actions which increases the overall underlying costs or fees that TelNet must pay for purchasing or providing services, TelNet reserves the right to increase the service rates to Customer or modify its tariff pricing to cover such increases.

GENERAL PROVISIONS

This Agreement, the Product/Service Attachment and other terms expressly made a part of this Agreement constitute the entire agreement between TelNet and the Customer with respect to the Services. This Agreement supersedes any previous agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this Agreement must be agreed to in writing by TelNet Executive Management. Any changes to this Agreement without said written approval make such changes null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent. Any notices required by this Agreement or a tariff shall be mailed as follows: TelNet Worldwide Inc., 1175 W. Long Lake Rd., Suite 101, Troy, MI. 48098

By signing below, the Customer agrees to be bound to the terms of this Agreement:

Richard J. Burby
Authorized Signature

4-22-08
Date

Richard Burby
Printed Name

Superintendent
Title

West Iron County Admin Public Schools
Company Name

601 Iron River
~~701 GARFIELD AV~~ ~~MARQUETTE~~ MI 49935
Service Location Address, City, State, Zip

Iron River 7/1/05 - 7/1/08

FIBEROPTIC CABLE

LEASE AGREEMENT

THIS AGREEMENT is entered into on this 16th day of February, 2005 by and between IRON RIVER COOPERATIVE TV ANTENNA CORPORATION, located at 316 North Second Avenue, Iron River, MI (the "Lessor"), and the WEST IRON COUNTY PUBLIC SCHOOL DISTRICT, whose address is 610 Garfield Avenue, Iron River, MI (the "Lessee"):

RECITALS

WHEREAS, the Parties previously entered into a lease agreement which is set to expire on June 30, 2005, and the parties wish to renew and modify such lease.

THEREFORE, the parties agree as follows:

1. The term of the lease shall be three (3) years, and shall become effective July 1, 2005.
2. The Lease payment shall be \$15,000 per year.
3. The Lease payments shall be due annually and in advance, i.e. within Fifteen (15) days of the beginning of the lease and its anniversary thereafter. However, to the extent that a portion of the lease payment is to be paid from grant funds, that portion shall become due and payable when the grant funds become available.
4. Lessor shall have the obligation to maintain all portions of the fiberoptic cabling system except any portion that lies within the outer confines of any building of Lessee.
5. Lessee shall have the right to non-exclusive use of any portion of or any number of strands of Lessor's fiberoptic network that Lessee desires.
6. Lessor shall have the right to terminate this lease upon 30 days written notice without penalty if Lessee fails to make payment when due or uses the fiberoptic cable or its strands to the extent that Lessor's ability to operate its business is hindered in any way. In the event of termination for any reason other than failure to pay when due, Lessee shall only be obligated to pay the pro-rated portion of the annual lease payment and any payment in excess of the pro-rated amount shall be returned to Lessee.

- 7. Lessee shall have the right to terminate this lease upon 30 days written notice and be obligated to pay Lessor as follows:
 - A. If the Lessee has qualified for a grant to assist with the payment of this lease, then Lessee shall be obligated to pay the pro-rated portion of the annual lease payment and any payment in excess of the pro-rated amount shall be returned to Lessee.
 - B. If Lessee has not qualified for a grant to assist with the payment of this lease, Lessee shall pay \$6900 if Lessor subjectively determines that the failure to obtain grant funds was the responsibility of Lessee, otherwise Lessee shall pay \$3450.
 - C. However, if Lessee gives such notice before July 1 of any year, to be effective as of July 1 of the year of the notice, Lessee shall not be obligated to pay anything for any period after July 1.
- 8. Lessee shall hold Lessor harmless of and from any damages arising out of any downtime, repairs, damage from spikes or any other damage of any sort caused by, associated with or arising out of (in whole or in part) Lessee's use of Lessor's fiberoptic network.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth herein.

**IRON RIVER COOPERATIVE TV
ANTENNA CORPORATION**


By: Peter Nocerini
Its: President

**WEST IRON COUNTY PUBLIC
SCHOOL DISTRICT**


By: Timothy Feruzzi
Its: Superintendent

Liability The liability of Superior Spectrum, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorated 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 TelNet tariff, the provisions of the tariff will prevail. This Order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

ISDN PRIME SERVICE AGREEMENT

Order Type:	New: <input checked="" type="checkbox"/>	Renewal: <input type="checkbox"/>	Change: <input type="checkbox"/>	Move: <input type="checkbox"/>	Disconnect: <input type="checkbox"/>	Quantity of Ported Phone #s:	
							Quantity of New Phone #s:
Existing Contract No:					Existing Circuit ID:		
Term Plan:	12 Mo.	24 Mo.	36 Mo.			Requested Install Date: 7/1/05	
			x			Order Submittal Date: 2/21/03	
Monthly Charges: 585.00		Non Recurring Charges: 350			Circuit Quantity: 1	Taxes (state and fed): \$	
Service Location:							

Usage Information:							
Dedicated Rates:	LOCAL	INTRALATA	INTRASTATE	INTERSTATE	INTRASTATE TOLL-FREE	INTERSTATE TOLL-FREE	INTER-NATIONAL
TWVS7		.036	.036	.036			TWVS7

Notes: Local call plan will be an unlimited at \$ 320. per month

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
 West Iron County Schools
Timothy Peruzzi
 Authorized Customer Signature
Timothy Peruzzi, Superintendent
 Print Name and Title
February 18, 2005
 Date
West Iron County Public Schools
 Company Name
601 Garfield Ave.
 Billing Address
Iron River, MI 49935-2145
 City, State and Zip Code
Daryl Waters
 Customer Contact
(906) 265-9218
 Customer Contact Phone Number
(906) 265-9736
 Customer Contact Fax Number
daryl@up.net
 Customer Contact e-mail Address

Superior Spectrum

 Authorized TelNet Signature

 Print Name and Title

 Date
Superior Spectrum CONTACT INFORMATION

 Superior Spectrum Representative Name
 Sales Code
Steve Thompson
 Street Address
1010 W. Washington
 City, State and Zip Code
Marquette, MI 49855
 Phone Number
906-227-7700
 Fax Number
906-226-7241
 e-mail address