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AUG 3 - 2009

FCC Mail Room

School District U-46

Educational Services Center

355 E. Chicago Street, Elgin IL 60120-6543

Tel: 847.888.5000

Fax: 847.608.4173

José M. Torres, Ph.D., Superintendent

U-46.org

Date: July 29, 2009

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

Request for Waiver

CC Docket No. 02-6

Request waiver of the Rules on Deadlines to File for Invoice Extension Universal Service Program for Schools and Libraries ("E-Rate Program")

Submitted by:

Richard Ramos
Facilities Coordinator
School District U-46
1460 Sheldon Dr.
Elgin, IL 60120
847-888-5000 ext. 5062
richardramos@u-46.org

School District U-46
Billed Entity Number: 135381
Funding Year: 2008
Form 471 Number: 620648
Billed Entity FCC RN: 0011924883
Funding Request Number (FRN): 1709846

No. of Copies rec'd 0
List ABCDE

Dear Sirs:

The Illinois School District U-46 ("U-46") hereby respectfully submits a Request for Waiver of the Rules of the Universal Service Program for Schools and Libraries ("E-rate Program") to re-open this Funding Request and allow U-46 to submit additional information in support of its application for funding.

The details of the Funding Commitment request are as follows:

Pre-Discount Commitment Request: \$158, 253.96

Discount Percentage Approved by the USAC: 66%

Funding Commitment Decision: \$0.00 – Insufficient Documentation

Funding Commitment Decision Explanation: DR1: Applicant has not provided sufficient documentation to determine the eligibility of this item.

U-46 asks the FCC to grant a Waiver of the Rules allowing the USAC-SLD to permit U-46 to resubmit evidence to complete the funding commitment. Due to a series of reasons, primary of which was a billing dispute with our service provider (Illinois Bell) on the accuracy of billing charges made to us. U-46 could not appropriately file the needed documentation/evidence on these services. The services seeking support here are eligible Centrex voice services for U-46 schools.

The dispute stems from our Centrex services moving from a long-standing one-time lease agreement to a traditional monthly billing format, and delays and inaccuracies within that transition. A new contract was completed for the services per SLD Rules, but we did not receive accurate invoicing that we could then use to support the Item-21, and the funding request. As a result, we could not verify the services and amounts on the bills, and accordingly could not tap into E-rate funds. Since this time, the service and billing issues have been addressed. However, we again state clearly here -- that from the start -- the services in question were eligible Centrex voice services to our schools and Administrative offices. Here are some detailed bullet points to assist with understanding the issue at hand:

- The new contract in question was awarded on 2/4/2007 with billing to start October 2007.
- Invoicing for Centrex services provided by the new contract did not begin until July 1, 2008
- The 471 application# 620648 in question was filed in 2/2008 under the assumption that the invoicing would have started in October 2007 and be under the old Centrex billing account number, with separate billing from other service provider accounts.
- The charges were in fact billed and buried in other service provider accounts, a fact that the service provider's billing department did not know and could not explain for several weeks in the fall of 2008.
- A previous appeal for the 07-08 FY, which was also affected by this invoicing issue was approved in June 2009.

We note here that this Waiver of the Rules approval would serve the public interest by allowing U-46 to pay its eligible telecommunications services, without adversely affecting current or future E-rate applicants.

U-46 serves approximately 41,402 students for a wide range of socio-economic groups, approximately 50% of our children receive Free or Reduced lunches. As with many schools across the nation, our School District has endured budget and service cuts, as well as teacher reductions in force in the face of declining education dollars. E-rate support is critical to our efforts in serving our students, and staff, especially in the current economic downturn.

Therefore School District U-46 would be highly appreciative for the approval of this Waiver of Rules request.

Please feel free to contact me directly with any questions and/or concerns.

Sincerely,



Richard Ramos

Facilities Coordinator

School District U-46

847-888-5000 ext: 5062

richardramos@u-46.org

cc: Hanan Javetz, Director of Plant Operations
Jeff Lake, Director of Information Services

Attachment A – Copy of the Funding Commitment Decision Letter, Dated 09/28/2008

Attachment B – Copy of the Centrex Contract with Illinois Bell, Dated: 2/6/2007

Centex Case -

RECEIVED

SEP 25 2008

Schools and Libraries Division **PLANT OPERATIONS**



FUNDING COMMITMENT DECISION LETTER
(Funding Year 2008: 07/01/2008 - 06/30/2009)

September 23, 2008

RICHARD RAMOS
SCHOOL DISTRICT UNIT 46
1460 SHELDON DRIVE
ELGIN, IL 60120-8131

Re: Form 471 Application Number: 620648
Billed Entity Number (BEN): 135381
Billed Entity FCC RN: 0011924883
Applicant's Form Identifier: F471_08_TelB

Thank you for your Funding Year 2008 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, \$104,447.61 is "Denied."

Please refer to the Report 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 applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, 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 620648 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2008," 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. 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 S. Jefferson Road
P.O. Box 902
Whippany, NJ 07981

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-5 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

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FUNDING COMMITMENT REPORT
Billed Entity Name: SCHOOL DISTRICT UNIT 46
BEN: 135381
Funding Year: 2008

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

Form 471 Application Number: 620648
Funding Request Number: 1709846
Funding Status: Not Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 761070000606869
SPIN: 143001912
Service Provider Name: Illinois Bell Telephone Company
Contract Number: 20070204-0086
Billing Account Number: 847 888-5050
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2008
Service End Date: N/A
Contract Award Date: 02/04/2007
Contract Expiration Date: 02/04/2012
Shared Worksheet Number: 993937
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$158,253.96
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$158,253.96
Discount Percentage Approved by the USAC: 66%
Funding Commitment Decision: \$0.00 - Insufficient documentation
Funding Commitment Decision Explanation: DR1: Applicant has not provided sufficient documentation to determine the eligibility of this item. No documentation was provided for item(s): item 21, Contract information.

FCDL Date: 09/23/2008

Wave Number: 024

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2009

FEB 02 2007

20070204-0086

AT&T Centrex Service
ICB Service Agreement

This Individual Case Basis (ICB) Service Agreement is entered into as of the date of the last signature hereto (the "Effective Date") between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T") with a place of business at 225 West Randolph Street, Chicago, Illinois 60606 and School District U46, with a place of business at 355 East Chicago Street, Egin, Illinois 60120 ("Customer").

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Description of Service

In accordance with the terms and conditions herein, AT&T shall furnish and Customer shall subscribe to and pay for selected services and features provided via the central office based Centrex Service ("Centrex Service" or "Service"). AT&T shall furnish up to Customer's Network Point of Presence ("NETPOP"), the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation and maintenance services. During the Term of this Agreement, Customer shall maintain a minimum of six hundred ninety (690) lines ("Minimum Commitment"). The locations for the current Centrex system are listed in Attachment 1.

The Service provided pursuant to this Agreement shall support the features described in Ill.C.C. No. 19, Part 5, Section 1. Only those features listed in Attachment 2 have been included in the rates specified in Section 3 of this Agreement.

2. Commencement and Term

This Agreement shall commence on the Effective Date and shall remain in effect for five (5) years "hereafter" (the "Term"). If Customer should elect to continue Centrex Service beyond the Term of this Agreement and has not entered into a new service agreement with AT&T, then AT&T shall continue to provide Centrex Service to Customer at AT&T's then-current monthly tariff rates. Customer shall not be liable for termination charges under the current Centrex Agreement at the time Centrex Service is provided pursuant to this Agreement and at such time said agreement shall automatically terminate. This Agreement shall become effective upon the expiration of agreement # 20021209-0257.

3. Rates and Charges

Customer shall pay the following Non-recurring Charges and/or Monthly Rates for lines and features provided under this Agreement in accordance with Section 5. (The Total Monthly Rates for the current Centrex system described below is \$14,554.77) Non-recurring Charges are only applicable to lines and features that are added to Customer's current Centrex system.

Rate Elements	USOC	Monthly Rate per Unit	Non-Recurring Charge
Centrex - Plexar, Centrex Basic Line *	NUM	\$ 5.00	\$ 0.00
Centrex - Plexar, Ground Start Capability - Area C	GSTXC	\$ 3.20	\$ 0.00
Centrex - Plexar, Centrex ISDN National Line *	ZNZ	\$ 6.60	\$ 0.00
Centrex - Plexar, Network Access / STF - Access Area C	SXP++	\$ 9.72	\$ 0.00
Centrex - Plexar, System Charges,	CYA4X	\$ 4.00	\$ 0.00

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AT&T Centrex Service
ICB Service Agreement

201 - 500 lines, per system			
Centrex - Plexar, System Charges, 501 or more lines, per system	CYA5X	\$ 4.00	\$ 0.00
Centrex - Plexar, Circuit Switched Data Service, per B-Channel equipped	BSB6X	\$ 6.41	\$ 0.00
Centrex - Plexar, Customized Call Diverting public or private network facilities, per system	RSHP5	\$ 0.00	\$ 0.00
Centrex - Plexar, DS-1 Connection, per termination	D1E1X	\$ 228.32	\$ 0.00
Centrex - Plexar, Message Waiting Indicator - Lamp	ZMYAV	\$ 1.32	\$ 0.00
Centrex - Plexar, Centrex Basic Line *	NUM	\$ 6.00	\$ 0.00
Centrex - Plexar, Ground Start Capability - Area C	GSTXC	\$ 3.20	\$ 0.00
Centrex - Plexar, Centrex ISDN National Line *	ZNZ	\$ 6.60	\$ 12.00
Centrex - Plexar, Network Access / STF - Access Area C	SXP++	\$ 9.72	\$ 0.00
Centrex - Plexar, Circuit Switched Data Service, per B-Channel equipped	BSB6X	\$ 6.41	\$ 12.00
Centrex - Plexar, DS-1 Connection, per termination	D1E1X	\$ 228.32	\$ 1,200.00
Centrex - Plexar, Message Waiting Indicator - Lamp	ZMYAV	\$ 1.32	\$ 12.00

* This rate does not include EUCL

4. Other Charges

A. Service Ordering Charges. The service ordering charge as specified in III.C.C. No. 19, Part 3, Section 1, shall apply at the time Centrex Service is provided pursuant to the terms of this Agreement.

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Page 2 of 12

**AT&T Centrex Service
ICB Service Agreement**

- B. Line Connection Charges. Line connection charges as specified in Ill.C.C. No. 19, Part 3, Section 1, shall apply for each new Centrex line installed pursuant to this Agreement.
- C. Channel Charges. For any Centrex lines located outside of the applicable central office boundaries for the locations shown in Attachment 1 additional mileage charges for 2001C/D channels as specified in Ill.C.C. No. 19, Part 5, Section 2, are applicable in addition to the STF and Centrex line rate.
- D. Local Usage. Usage charges appropriate to Customer's local service shall be billed as specified in Ill.C.C. No. 19, Part 4, Section 2.
- E. Taxes. Customer shall remit to AT&T all applicable federal, state, and local taxes and all applicable municipal and state additional charges as then authorized under Ill.C.C. No. 20, Part 2, Section 2.
- F. End User Common Line Charges.

Centrex lines are subject to an End User Common Line ("EUCL") charge as filed for the State of Illinois by AT&T in F.C.C. Tariff No.2. Customer will be responsible for all increases and decreases in the EUCL charge as authorized by Federal Communications Commission ("FCC"), and as described herein. In accordance with Ill. C.C. No. 19, Part 5, Section 1, any changes to the EUCL charge shall be applied as a credit or an additional charge ("EUCL Adjustment"). This EUCL Adjustment shall be made on a PBX trunk equivalency basis described in Attachment 3 in accordance with Ill. C.C. No. 19, Part 4, Section 2. The EUCL Adjustment shall be calculated by multiplying the change in the EUCL charge by the PBX equivalent for the number of Centrex lines in service. In order to ensure that AT&T is submitting the correct EUCL charges to the FCC in accordance with F.C.C. Tariff No. 2, AT&T may adjust Customer's Centrex pricing upward or downward to account for the changes in EUCL.

- G. Charges for Other Work. Service charges as specified in Ill.C.C. No. 20, Part 3, Section 1, shall be applicable for services not specifically provided under this Agreement.
- H. Rate Stability. Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, the rates specified in Section 3., with the exception of EUCL and adjustments to Customer's Centrex rates as the result of changes to the EUCL as provided in Section 4.F, shall not be subject to rate increases for the Term of this Agreement

5. Terms of Payment

Upon the "Effective Date" hereof, Customer shall be liable to AT&T for Non-recurring Charge and/or the Monthly Rate specified in Section 3 with the Monthly Rate continuing each month thereafter during the Term of this Agreement. Customer shall also be liable for any additional services ordered pursuant to Section 3.A or the tariff upon the installation of such services. All invoices from and payments due to AT&T shall be in accordance with AT&T's standard billing procedures.

6. Service and Maintenance Obligations

- A. AT&T represents to Customer that the Centrex Service and features provided pursuant to this Agreement shall operate substantially and materially in accordance with the specifications in the applicable tariff and those set forth in this Agreement during the Term of this Agreement.
- B. If, under normal and proper use, Centrex Service and features provided pursuant to this Agreement fail to perform substantially as specified above and Customer notifies AT&T within the Term of this Agreement, AT&T shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day.

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Page 3 of 12

**AT&T Centrex Service
ICB Service Agreement**

- C. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on AT&T's side of the NETPOP so as to enable AT&T to perform maintenance or repair work.
- D. When service is interrupted and the interruption exceeds twelve (12) hours (as measured from the time the interruption is reported to or detected by AT&T, whichever occurs first), a credit allowance shall be made for that line or trunk, as specified in Ill.C.C. No. 20, Part 2, Section 2. No other liability shall attach to AT&T as a result of such interruption to service.
- E. If AT&T responds on site to a request for maintenance service from Customer where no actual service problem exists or where the fault or defect is determined to be on Customer's side of the NETPOP and such fault or defect is not covered by any other express obligation of AT&T, then applicable charges shall be assessed against Customer.
- F. THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AT&T FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE CENTREX SERVICE AND FEATURES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE THE OBLIGATIONS OF AT&T AS SET FORTH IN THIS AGREEMENT.

7. New Features or Enhancements

As new features or enhancements are made available to AT&T from the switch manufacturer, Customer and AT&T may meet to discuss their content and impending availability. New features or enhancements shall be made available to Customer subject to the following terms: (1) activation of such features and/or enhancements shall not be detrimental to the public network; (2) such new features are part of a software release which the manufacturer makes available to AT&T for all of its central offices equipped to handle such changes; and (3) Customer agrees to pay the rates quoted by AT&T for such feature or enhancement.

8. Termination For Convenience

In the event Customer terminates this Agreement for reasons not excused under the terms of this Agreement prior to expiration of the Term, in addition to any unpaid special construction or non-recurring charges (excluding any waived charges), Customer shall be liable to AT&T twenty-five percent (25%) of the Monthly Rate for the Minimum Commitment for each month remaining in the Term of this Agreement from the effective date of termination. Such sum is immediately due and payable.

9. Breach

Either party may terminate this Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder provided that (a) the defaulting party receives notice of termination containing a reasonably complete description of the default and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment. Except as expressly provided in this Agreement, in the event of a breach of this Agreement by either AT&T or Customer, the other party will be entitled to pursue any and all remedies available to it at law or in equity including court costs and reasonable attorneys' fees.

10. Applicable Tariff Regulations

- A. The general regulations of AT&T under Ill.C.C. No. 19 and No. 20 applicable to communications services apply to the services provided pursuant to this Agreement. The regulations of Ill.C.C. No. 19, Part 5, Sections 2 and 1 are applicable to Service provided pursuant to this Agreement, unless they are expressly

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Page 4 of 12

**AT&T Centrex Service
ICB Service Agreement**

inconsistent with the terms and conditions of this Agreement. In the event of an express inconsistency between the regulations in Ill.C.C. No. 19, Part 5, Sections 2 and 1 and the terms of this Agreement, the terms of this Agreement shall control.

- B. Each reference to a tariff provision in this Agreement shall be deemed to mean or include any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision.

11. Filing of Contract

Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, this Agreement shall be filed with the Illinois Commerce Commission.

12. Excused Performance

AT&T shall not be liable in any way for any delay or any failure of performance of the Centrex Service provided pursuant to this Agreement or for any delay, loss, damage or expenses due to any of the following:

- (a) Any causes beyond AT&T's reasonable control including, but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delay, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental bodies (including courts and regulatory bodies), acts of nature, acts of public enemies, acts or omissions of carriers, provided AT&T has exercised reasonable measures, if feasible, to mitigate such delay or failure; or
- (b) Any wrongful or negligent act or omission of Customer or its employees, agents, subcontractors or affiliates; or
- (c) Customer's failure to provide access to Customer's premises as reasonably requested by AT&T.

13. Indemnification

- A. Each party shall defend, indemnify and hold harmless the other party, its corporate affiliates, and their officers, employees and agents from and against all losses, damages, claims, liabilities, and expenses (including attorneys' fees and costs) whether based in contract or tort (including strict liability) to the extent arising out of or resulting from the indemnifying party's negligent or willful acts or omissions, or those of persons furnished by the indemnifying party.
- B. Customer shall defend, indemnify and hold harmless AT&T, its corporate affiliates and their officers, employees and agents from and against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from, combined with, or used in connection with facilities furnished by AT&T, apparatus and system of Customer, and against all other claims arising out of any act or omission of Customer in connection with the facilities provided by AT&T.
- C. The indemnified party shall promptly notify the indemnifying party of any written claim, loss or demand for which the indemnifying party may be responsible under this provision and shall cooperate with the indemnifying party to facilitate the defense or settlement of the claim. The indemnifying party shall keep the indemnified party reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the indemnified party, at its expense, to participate in the defense or settlement of such claim. The indemnifying party shall have final authority regarding defense and settlement.

14. Limitation of Damages

No liability shall in any case attach to AT&T for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with this Agreement and the performance or nonperformance of the

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Page 5 of 12

**AT&T Centrex Service
ICB Service Agreement**

Centrex Service and features provided pursuant to this Agreement regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages, injuries, losses or expenses are foreseeable. It is understood and agreed that AT&T is not an insurer and that the rates for service provided hereunder are based solely on their value and on the scope of the liabilities set forth in this Agreement and that said rates are unrelated to the potential for indirect, incidental, consequential or other damages. AT&T and Customer agree that this allocation of risk and liability is fair and reasonable.

15. Assignment

Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of AT&T which shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of AT&T shall be void.

16. Severability

If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

17. Governing Law

The construction and interpretation of this Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the laws (except those provisions relating to conflict of laws) of the State of Illinois.

18. Waiver

Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.

19. Publicity

Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

20. Notices

Any notice which under the terms of this Agreement must or may be given or made by either party hereunder shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, return receipt requested, addressed to the respective parties as follows:

If intended for AT&T:

AT&T Global Services
225 West Randolph HQ9C
Chicago, IL 60606-1824
Attn: Contracts Department

If intended for Customer:

School District U46
355 East Chicago Street
Elgin, Illinois 60120
Attn: _____

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Page 6 of 12

AT&T Centrex Service
ICB Service Agreement

or to such other address as either party shall designate by proper notice. Notices shall be deemed to have been received as of the earlier of the date of actual receipt or, in case of notices sent via US. mail, three (3) days after mailing. A signed receipt shall be obtained where a notice is delivered in person.

21. Entire Agreement

This Agreement is the joint work product of the parties, and in the event of any ambiguities, no inferences shall be drawn against either party. The terms contained in this Agreement and the attachments and tariffs referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral or written. This is the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or understandings, whether written or oral. This Agreement may not be modified except by a writing signed by both parties.

SO AGREED by the parties' respective authorized signatories:

SCHOOL DISTRICT U46

Signature: [Signature]
Printed Name: Jeffrey King
Title: Executive Director of Sports
Date: 1/26/07

AT&T GLOBAL SERVICES

Signature: [Signature]
Printed Name: GABRIELA RATULOWSKI
Title: Contract Management
Date: 2/16/07

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ICB Service Agreement

ATTACHMENT 1
SERVICE LOCATIONS

<u>Location A</u>	<u>City/State</u>	<u>BTN</u>	<u>Qty</u>	<u>Minimum Line Commitment per BTN</u>
355 E. Chicago	Elgin, IL	847-888-5050	177	450
2701 Hopps Rd.	Elgin, IL	"	18	
647 Laurel	Elgin, IL	"	1	
1200 Maroon Drive	Elgin, IL	"	48	
225 S. Liberty	Elgin, IL	"	14	
949 Van	Elgin, IL	"	16	
1235 Braeburn Drive	Elgin, IL	"	9	
63 S. Channing	Elgin, IL	"	10	
770 Mill	South Elgin, IL	"	10	
1220 Dundee Ave.	Elgin, IL	"	9	
420 May	Elgin, IL	"	8	
240 S. Clifton Ave.	Elgin, IL	"	7	
1475 Larkin Ave.	Elgin, IL	"	43	
665 Dundee Ave.	Elgin, IL	"	21	
264 Oak	Elgin, IL	"	9	
258 Lovell	Elgin, IL	"	9	
510 Franklin	Elgin, IL	"	7	
819 W. Chicago	Elgin, IL	"	8	
370 W. Spring	South Elgin, IL	"	10	
190 N. Melrose Ave.	Elgin, IL	"	11	
80 N. Airlite	Elgin, IL	"	8	
801 Hastings	Elgin, IL	"	11	
1350 Wing	Elgin, IL	"	9	
451 N. McLean Blvd.	Elgin, IL	"	16	
312 Watch	Elgin, IL	"	2	
323 Waverly Dr.	Elgin, IL	"	7	
500 Shales Parkway	Elgin, IL	"	15	
1556 Larkin Ave.	Elgin, IL	"	1	
1275 Jenna Dr.	South Elgin, IL	"	9	
4 S. Gifford	Elgin, IL	"	2	
655 N. Airlite	Elgin, IL	"	15	
737 Center	Elgin, IL	"	3	
1460 Sheldon Dr.	Elgin, IL	"	19	
1515 Raymond	South Elgin, IL	"	5	
1875 McDonough Rd.	Hoffman Estates, IL	"	14	
1855 Rohrsen Rd.	Elgin, IL	"	8	
760 E. Main	South Elgin, IL	"	15	

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Page 8 of 12

AT&T Centrex Service
ICB Service Agreement

1650 Maureen Dr.	Hoffman Estates, IL	"	2	
701 W. Schaumburg Rd.	Streamwood, IL	630-213-5501	41	240
1100 Sunset Circle	Streamwood, IL	"	14	
1100 Shirley Ave.	Streamwood, IL	"	14	
111 E. North Ave.	Bartlett, IL	"	9	
321 N. Oak Ave.	Bartlett, IL	"	19	
315 Garden Circle	Streamwood, IL	"	4	
6 S. Bartlett Rd.	Streamwood, IL	"	8	
507 Arnold Ave.	Streamwood, IL	"	9	
1701 Greenbrook Blvd.	Hanover Park, IL	"	7	
200 Taylor Ave.	Bartlett, IL	"	9	
1750 Laurel Ave.	Hanover Park, IL	"	8	
502 S. Oltendorf Rd.	Streamwood, IL	"	8	
2100 Elm Ave.	Hanover Park, IL	"	8	
2150 Laurel Ave.	Hanover Park, IL	"	8	
420 Ridge Circle	Streamwood, IL	"	8	
410 E. Streamwood Blvd.	Streamwood, IL	"	9	
716 Sunnydale Blvd.	Streamwood, IL	"	8	
5N443 School	Wayne, IL	"	8	
900 S. Park Blvd.	Streamwood, IL	"	3	
234 E. Stearns Rd.	Bartlett, IL	"	9	
1025 Sycamore Ln.	Bartlett, IL	"	8	
285 Mayflower Ln.	Bartlett, IL	"	11	
1384 Spring Valley Dr.	Carol Stream, IL	"	7	
701 Schick Rd.	Bartlett, IL	"	44	
1899 Westridge Blvd.	Bartlett, IL	"	8	
121 N. Naperville Rd.	Bartlett, IL	"	21	
235 Jacaranda Dr.	Bartlett, IL	"	15	

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Page 9 of 12

AT&T Centrex Service
ICB Service Agreement

ATTACHMENT 2
STANDARD CENTREX FEATURES

Standard Features on all Centrex Lines (except where noted):

Ameritech Centrex Mate
Call Diverting
Call Forwarding of Call Waiting Calls (*Not available for ISDN*)
Call Forwarding - Busy
Call Forwarding - Don't Answer
Call Forwarding - Variable
Call Hold
Call Pickup
Call Transfer (Intra-System) - All
Call Transfer (Inter-System) - Deluxe
Call Waiting/Cancel Call Waiting (*Not available for ISDN*)
Conference Calling 3 Way
Consultation Hold
Direct Inward Dialing (DID)
Direct Outward Dialing (DOD)
Distinctive Ringing and Call Waiting Tone
End to End Signaling
Equal Access for Inter MSA Calling
Hunting Arrangements
Intercom Calling
Message Waiting Indicator - Audible
Night Answer (All Versions) (*Not available for ISDN*)
Speed Calling - Short
Touch Tone
Transfer Calls to Restricted Station (*Not available for ISDN*)
Usage Billing by Line Number

Standard Features for Electronic Key and ISDN:

Analog Line Pickups (*Electronic Key only*)
Automatic Dial
Automatic Line Preselect
Blind Transfer with Recall Identification (*Electronic Key only*)
Call Forwarding per Key
Call Request
Call Request with Queue
Called Number Display
Caller ID (*ISDN only*)
Caller ID Intercom
Calling Reason Display
Directory Number Hunt with Call Waiting and Preferential Hunt (*Electronic Key only*)
Display Capability
Executive Busy Override
Executive Busy Override - Exempt
Feature Buttons
Group Intercom
Increase Shared Directory Number (DN) Group Size (*ISDN only*)
Last Number Redial
Leave Message Activation
Listen On Hold
Make Set Busy

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Page 10 of 12

AT&T Centrex Service
ICB Service Agreement

Make Set Busy except on Group Intercom (*Electronic Key only*)
Message Retrieval Display
Message Waiting Activation Control
Message Waiting Indication – Visual
Multiple Appearance Directory Number (MADN)
 Single Call Arrangement (SCA)
On Hook Dialing
Pickup Held Conference Call from Shared Directory Number (DN) Call Appearance (*ISDN only*)
Repeat Alert
Ring Again Idle Set
Ringing Options for MADN
Secondary MADN Call Forwarding
Set Inspect
Shared Directory Number (DN) Bridging with Conference Calls (*ISDN only*)
Short Hunt
Stop Hunt – Access Code
Terminal Management (*ISDN only*)
Time and Date Display

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Page 11 of 12

AT&T Centrex Service
ICB Service AgreementATTACHMENT 3
PBX TRUNK EQUIVALENCY

Centrex Lines	Trunk Equivalency
2-19	2
20-28	3
29-38	4
39-47	5
48-57	6
58-66	7
67-76	8
77-85	9
86-95	10
96-104	11
105-114	12
115-123	13
124-132	14
133-142	15
143-151	16
152-161	17
162-170	18
171-180	19
181-189	20
190-199	21
200-207	22
208-225	23
226-243	24
244-262	25
263-281	26
282-300	27

Each additional eighteen (18) Centrex lines or fraction thereof requires one (1) additional trunk equivalency

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Page 12 of 12

**ATTACHMENT TO Centrex ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING
(PLEASE CHECK THE APPROPRIATE BOX - A OR B)**

This Attachment ("Attachment"), entered into by SBC Global Services, Inc. dba AT&T Global Services on behalf of itself and its Affiliates ("AT&T") and the School District U46 ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Agreement dated N/A. Will usually be same date as this Addendum is signed) between the parties thereto. This Attachment shall have the same term as that of the Agreement. If there are any inconsistencies between the Agreement and this Attachment, the terms and conditions of this Attachment shall control.

A) IMPLEMENTATION OF ATTACHMENT IS INDEPENDENT OF E-RATE FUNDING COMMITMENT FROM SLD

Customer desires that Services commence on or about N/A. The implementation of this Attachment is not in any way dependent or contingent upon Customer's application for, or receipt of, any funding award from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). In the event Customer applies for funding, Customer shall notify AT&T within ten (10) business days of Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the SLD, if funding has been awarded.

(Please sign below - Section B does not apply if Section A is checked)

B) CUSTOMER MAY TERMINATE ATTACHMENT IF E-RATE FUNDING IS DENIED OR FUNDS ARE NOT APPROPRIATED:

1. Scope. Customer has determined that some or all of the products and/or Services in this Attachment are eligible for universal service discounts ("Discounts") pursuant to Section 254 of the Telecommunications Act ("Act") of 1996 (47 U.S.C. § 254) and the rules and regulations promulgated thereunder (the Services are further described in the Agreement). Customer agrees to use best efforts to obtain a Funding Commitment Decision Letter ("FCDL") from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") approving funding for the initial fiscal year covered by this Attachment and shall notify AT&T within ten (10) business days of Customer's receipt of the FCDL. Customer desires that Services commence on or about [Enter Target Service Start Date]. However, AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives notification that Customer has received the FCDL approving funding and has also submitted the Form 486 - Receipt of Service Confirmation Form.

2. Eligibility of Products and Services. The identification of certain Services in the Agreement as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other Services in this Agreement will be deemed eligible for such funding. Any conclusions regarding the eligibility of Services for E-Rate funding rests with the SLD and/or FCC as administrators of the E-Rate program. AT&T is not responsible for the outcome of these conclusions.

3. Funding Denial; Agreement Termination; Customer's Right to Change Attachment Designation. If, for any fiscal year during the term of the Agreement, funds are not appropriated by Customer's governing board to pay for the Service, or universal service funding is denied, Customer may terminate that particular Service as of the last day for which funds were appropriated or universal service funding received ("Date of Termination"), without being subject to termination charges set forth in the Agreement; provided, however; that (i) Customer shall be obligated to pay all charges incurred through the Date of Termination, plus any unrecovered nonrecurring charges which may be owed AT&T on the Date of Termination, (ii) Customer shall use its best efforts to obtain funding or universal service discounts for the Service, (iii) Customer agrees not to obtain substantially similar service and/or equipment to replace those provided hereunder for a period equal to the remaining term for such Service under this Agreement as of the Date of Termination, (iv) Customer shall exercise such right to terminate by delivery to AT&T of a 30 day written notice setting forth the reason for termination, and (v) within 30 days following the delivery of such written notice, Customer shall provide AT&T a legal opinion of counsel from Customer that no funds have been appropriated or otherwise made available for payments due under the Agreement and funds have not been made available for the acquisition of substantially similar service and/or equipment to replace those provided hereunder.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES:

1. Reimbursement of USAC. If USAC seeks reimbursement of E-Rate funds due to Customer's failure to comply with the E-Rate regulations, including Customer delays in submitting required Forms or contracts; or, due to a decision by USAC that any approved Services are ineligible (other than as the result of AT&T's failure to comply with the E-Rate requirements), Customer shall reimburse AT&T for any funds AT&T must return to USAC within ninety (90) days of notice from USAC seeking reimbursement. In addition, Customer agrees all payment obligations under the Agreement shall continue in effect, including but not limited to payment of early termination charges, if applicable.

2. Requested Information. If requested, Customer will provide AT&T with copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; and, (v) Service Certification Form; (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

3. Representations, Warranties and Indemnities. Each Party represents and warrants that it has or will comply with all laws and the requirements applicable to the E-Rate Program. Each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

(The following section should be completed regardless of whether Section A or B above is checked)

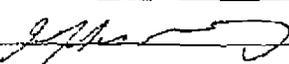
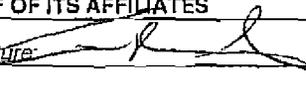
Customer should designate the intended funding method in the event E-rate funding is approved:

- Billed Entity Application Reimbursement ("BEAR") - Form 472*
- Service Provider Invoice form - ("SPI") - Form 474**

* Customer will file the Form 472 and certify that it has received and paid for Services in full and AT&T will remit the discounted portion to the customer within twenty (20) business days after receipt of payment from USAC.

** AT&T will file Form 474 ("SPI" form) after Services have been provided and Customer has notification of an approved Funding Commitment Decision Letter ("FCDL") and an approved Form 486. AT&T will then provide Discounts on the Customer's bill. Customer also agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment of Services rendered.

SO AGREED by the Parties' respective authorized signatories:

Board of Education of School District U-46, Kane, Cook, DuPage Counties, Illinois	AT&T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES
Customer Signature: 	AT&T Signature: 
Print Name: Jeff King	Print Name: GABRIELA RATULOWSKI
Title: Executive Director	Title: Contract Management
Date: 1/26/07	Date: 2/6/07

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Telco Rate Authorization Letter

For Internal AT&T Use Only - This document is NOT to be shared with Customer.

The Recurring and/or Non-Recurring Charges and the Terms and Conditions as outlined below satisfy the requirements of the State and/or Federal Regulatory Commission(s) concerning, but not limited to Competition, Regulatory Cost Floor, Regulated and Unregulated Service Elements and Term Payment Plan Contract lengths. After the required capital authority and Management approval are obtained pricing may be offered to the customer.

To: Linda Widoe
 From: Terri Ayles / Jan Williams

Customer Name: School District U48
 ICB PS Number: 140117.1.1 / MS#: 06-A-143180
 Business Unit: GEM
 Tariff or ICB Pricing: ICB
 Capital Approval Req'd: No
 New/Renewal/Recast: Recast
 Termination Liability: Per Contract
 Jurisdiction: Local/Exchange

Date Completed: 9/25/06
 Date Modified: 9/25/06
 Expiration Date: 9/25/07
 Contract Commitment Type: Quantity

Summary

Term 1	Contract Length (months):	60
	Total Monthly Revenue	\$ 14,555

Service Recurring Rates and Non-Recurring Charges:

SL	Product	Type	USOC	New Quantity	Existing Quantity	Tariff MRC	Tariff NRC	ICB MRC Discount	ICB NRC Discount	Proposed ICB MRC	Proposed ICB NRC	Proposed Recurring Revenue	Proposed Non-rec Revenue
IL	Centrex - Plexar	Centrex Basic Lines and Features (Listed Separately)	n/a		1	\$ 18,118.57	-	20%	-	\$ 14,554.77	-	\$ 14,554.77	-
IL	Centrex - Plexar	Centrex Basic Lines and Features (Listed Separately)	n/a	Growth		\$ 0.00	\$ 0.00	20%	20%	\$ 0.00	\$ 0.00		
								Overall Discount:	20%	TOTAL:		\$ 14,554.77	

Service Provisioning Notes

Product	State	Location A	City	BTN	Qty	Minimum Line Commitment per BTN
Centrex - Plexar	IL	355 E. Chicago	Elgin	847-888-5050	177	450
Centrex - Plexar	IL	2701 Hopps Rd.	Elgin	"	18	
Centrex - Plexar	IL	647 Laurel	Elgin	"	1	
Centrex - Plexar	IL	1200 Maroon Drive	Elgin	"	48	
Centrex - Plexar	IL	225 S. Liberty	Elgin	"	14	
Centrex - Plexar	IL	949 Van	Elgin	"	16	
Centrex - Plexar	IL	1235 Braeburn Drive	Elgin	"	9	
Centrex - Plexar	IL	83 S. Chenning	Elgin	"	10	
Centrex - Plexar	IL	770 Mill	South Elgin	"	10	
Centrex - Plexar	IL	1220 Dundee Ave.	Elgin	"	9	
Centrex - Plexar	IL	420 May	Elgin	"	8	
Centrex - Plexar	IL	240 S. Clifton Ave.	Elgin	"	7	
Centrex - Plexar	IL	1475 Larkin Ave.	Elgin	"	43	
Centrex - Plexar	IL	685 Dundee Ave.	Elgin	"	21	
Centrex - Plexar	IL	264 Oak	Elgin	"	9	
Centrex - Plexar	IL	258 Lovell	Elgin	"	9	
Centrex - Plexar	IL	510 Franklin	Elgin	"	7	
Centrex - Plexar	IL	819 W. Chicago	Elgin	"	8	
Centrex - Plexar	IL	370 W. Spring	South Elgin	"	10	
Centrex - Plexar	IL	190 N. Melrose Ave.	Elgin	"	11	
Centrex - Plexar	IL	80 N. Airline	Elgin	"	8	
Centrex - Plexar	IL	801 Hastings	Elgin	"	11	
Centrex - Plexar	IL	1350 Wing	Elgin	"	9	
Centrex - Plexar	IL	451 N. McLean Blvd.	Elgin	"	16	
Centrex - Plexar	IL	312 Walsh	Elgin	"	2	
Centrex - Plexar	IL	323 Waverly Cr.	Elgin	"	7	
Centrex - Plexar	IL	500 Shales Parkway	Elgin	"	15	
Centrex - Plexar	IL	1555 Larkin Ave.	Elgin	"	1	
Centrex - Plexar	IL	1275 Jenna Dr.	South Elgin	"	9	
Centrex - Plexar	IL	4 S. Gifford	Elgin	"	2	
Centrex - Plexar	IL	655 N. Airline	Elgin	"	15	
Centrex - Plexar	IL	737 Center	Elgin	"	3	
Centrex - Plexar	IL	1480 Sheldon Dr.	Elgin	"	19	
Centrex - Plexar	IL	1515 Raymond	South Elgin	"	5	
Centrex - Plexar	IL	1875 McDonough Rd.	Hoffman Estates	"	14	
Centrex - Plexar	IL	1855 Rohrsen Rd.	Elgin	"	8	
Centrex - Plexar	IL	780 E. Main	South Elgin	"	15	
Centrex - Plexar	IL	1650 Maureen Dr.	Hoffman Estates	"	2	
Centrex - Plexar	IL	701 W. Schaumburg Rd.	Streamwood	630-213-6501	41	240
Centrex - Plexar	IL	1100 Sunset Circle	Streamwood	"	14	
Centrex - Plexar	IL	1100 Shirley Ave.	Streamwood	"	14	
Centrex - Plexar	IL	111 E. North Ave.	Barlett	"	9	
Centrex - Plexar	IL	321 N. Oak Ave.	Barlett	"	19	
Centrex - Plexar	IL	315 Garden Circle	Streamwood	"	4	
Centrex - Plexar	IL	8 S. Barlett Rd.	Streamwood	"	8	
Centrex - Plexar	IL	507 Arnold Ave.	Streamwood	"	9	
Centrex - Plexar	IL	1701 Greenbrook Blvd.	Hanover Park	"	7	
Centrex - Plexar	IL	200 Taylor Ave.	Barlett	"	9	
Centrex - Plexar	IL	1750 Laurel Ave.	Hanover Park	"	8	
Centrex - Plexar	IL	502 S. Ottendorf Rd.	Streamwood	"	8	
Centrex - Plexar	IL	2100 Elm Ave.	Hanover Park	"	8	

Centrex - Plozar	IL	2150 Laurel Ave.	Hanover Park	8
Centrex - Plozar	IL	420 Ridge Circle	Streamwood	8
Centrex - Plozar	IL	410 E. Streamwood Blvd.	Streamwood	9
Centrex - Plozar	IL	716 Sunnydale Blvd.	Streamwood	8
Centrex - Plozar	IL	5N443 School	Wayne	8
Centrex - Plozar	IL	900 S. Park Blvd.	Streamwood	3
Centrex - Plozar	IL	234 E. Stearns Rd.	Barlett	6
Centrex - Plozar	IL	1025 Sycamore Ln.	Barlett	6
Centrex - Plozar	IL	285 Mayflower Ln.	Barlett	11
Centrex - Plozar	IL	1384 Spring Valley Dr.	Carol Stream	7
Centrex - Plozar	IL	701 Schick Rd.	Barlett	44
Centrex - Plozar	IL	1899 Westridge Blvd.	Barlett	8
Centrex - Plozar	IL	121 N. Naperville Rd.	Barlett	21
Centrex - Plozar	IL	235 Jacaranda Dr.	Barlett	15

General Terms & Conditions

Standard Tariff Terms and Conditions Apply.

Pricing is for services listed above. Services or other charges excluded from this Rate Authorization Letter are to be charged at tariff unless covered under a separate agreement.

The identification of certain services as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. The authority for such conclusions rests with the BLD and/or FCC as administrators of the E-Rate program.

ALL services listed above are E-Rate Eligible.

Contact the appropriate contract developer for your product set as listed in the following link:
http://contracts.AT&T.com/category.asp?cat_id=93

Contract Terms & Conditions

The Service provided in this Agreement is provisioned solely by AT&T, and not jointly provisioned with any other carrier.

Termination Liability applies formula for ALL rate elements in this rate letter.

Based on FCC Rules and Regulations, this pricing is offered via the Illinois Tariff #18 and is based on School District U46's acknowledgement and certification to AT&T that the total interstate traffic, which includes internet traffic, on the circuit(s) constitutes 10% or less of the total traffic on the circuit(s).

This agreement shall become effective upon the expiration of the following agreements: 20071208-0257

NOTE: SEE RL_CENTREX TAB FOR CENTREX PRICING DETAILS

Centrex: FCC mandated EUCL will be billed separately on a trunk equivalency basis.

The above rates do not include NRC's for Service Ordering and Line Connection Charges or monthly recurring charges for LMP, E911, Telephone Numbers, Handicapped Surcharge, etc., which will be billed at tariff rates.

The rates shown above demonstrate the overall value of the contract, however, contract should show the rates as per element rates without totals extended by quantities. These element rates are shown on the RL_Centrex TAB.

Centrex rates are contingent on Customer maintaining a minimum of three per system (BTN), as specified above, during contract term.

ILLINOIS ONLY

Data Services - Termination liability is equal to 50% of the contracted MRC times the number of months remaining on the agreement.
 Centrex Services - Termination liability is equal to 25% of the contracted MRC times the number of months remaining on the agreement.
 Usage Services - Termination liability is equal to 35% of the contracted MRC times the number of months remaining on the agreement.
 Waived NRCs for Illinois contracts: AT&T no longer recovers waived NRCs from customers who terminate their agreement prior to expiration. This ruling applies to Illinois tariff and ICB agreements.
 Illinois ICB contracts within the embedded base: Termination charges will be calculated and billed based on the information stated above or the language in the contract, WHICHEVER IS LOWER.

Project Concurrence:

Signature	Explanation
	Signature of Record
	Product Manager

Centrex Basic Lines and Features
Service Recurring Rates and Non-Recurring Charges:

St.	Product	Type	USOC	New Quantity	Existing Quantity	Tariff MRC	Tariff NRC	ICB MRC Discount	ICB NRC Discount	Proposed ICB MRC	Proposed ICB NRC	Proposed Recurring Revenue
IL	Centrex - Plexar	Centrex Basic Line *	NUM		930	\$ 6.00		17%	0%	\$ 5.00	\$ 0.00	\$ 4,850.00
IL	Centrex - Plexar	Ground Start Capability - Area C	GSTXC		189	\$ 4.00		20%	0%	\$ 3.20	\$ 0.00	\$ 804.80
IL	Centrex - Plexar	Centrex ISDN National Line *	ZNZ		1	\$ 8.00		18%	0%	\$ 6.60	\$ 0.00	\$ 8.60
IL	Centrex - Plexar	Network Access / STF - Access Area C	SXP++		031	\$ 12.32		21%	0%	\$ 9.72	\$ 0.00	\$ 9,049.32
IL	Centrex - Plexar	System Charges, 201 - 500 lines, per system	CYA4X		1	\$ 5.00		20%	0%	\$ 4.00	\$ 0.00	\$ 4.00
IL	Centrex - Plexar	System Charges, 501 or more lines, per system	CYA5X		1	\$ 5.00		20%	0%	\$ 4.00	\$ 0.00	\$ 4.00
IL	Centrex - Plexar	Circuit Switched Data Service, per B-Channel equipped	BSB6X		1	\$ 6.00		20%	0%	\$ 6.41	\$ 0.00	\$ 6.41
IL	Centrex - Plexar	Customized Call Diverting public or private network facilities, per system	RSHPS		2	\$ 0.00		0%	0%	\$ 0.00	\$ 0.00	\$ 0.00
IL	Centrex - Plexar	DS-1 Connection, per termination	D1E1X		1	\$ 285.00		20%	0%	\$ 228.32	\$ 0.00	\$ 228.32
IL	Centrex - Plexar	Message Waiting Indicator - Lamp	ZMYAV		1	\$ 1.65		20%	0%	\$ 1.32	\$ 0.00	\$ 1.32
IL	Centrex - Plexar	Centrex Basic Line *	NUM	0		\$ 6.00	\$ 0.00	17%	0%	\$ 5.00	\$ 0.00	\$ 0.00
IL	Centrex - Plexar	Ground Start Capability - Area C	GSTXC	0		\$ 4.00	\$ 0.00	20%	0%	\$ 3.20	\$ 0.00	\$ 0.00
IL	Centrex - Plexar	Centrex ISDN National Line *	ZNZ	0		\$ 8.00	\$ 15.00	18%	20%	\$ 6.60	\$ 12.00	\$ 0.00
IL	Centrex - Plexar	Network Access / STF - Access Area C	SXP++	0		\$ 12.32	\$ 0.00	21%	0%	\$ 9.72	\$ 0.00	\$ 0.00
IL	Centrex - Plexar	Circuit Switched Data Service, per B-Channel equipped	BSB6X	0		\$ 8.00	\$ 15.00	20%	20%	\$ 6.41	\$ 12.00	\$ 0.00
IL	Centrex - Plexar	DS-1 Connection, per termination	D1E1X	0		\$ 265.00	\$ 1,500.00	20%	20%	\$ 228.32	\$ 1,200.00	\$ 0.00
IL	Centrex - Plexar	Message Waiting Indicator - Lamp	ZMYAV	0		\$ 1.65	\$ 15.00	20%	20%	\$ 1.32	\$ 12.00	\$ 0.00

* This rate does NOT include EUCL.

