

**ATTACHMENT ONE TO THE PARTICIPATING ADDENDUM BETWEEN PUYALLUP SCHOOL DSTRCT AND QWEST
EDUCATIONAL TRANSPORT SERVICES AND LOCATIONS (07/01/2007-06/30/2012)**

- A. DS1 = WA56017
- B. DS3 = WA56018
- C. OC3 = WA56019
- D. OC12 = WA56020
- E. OC24 = WA56021
- F. OC48 = WA56026

School [BTN/CKL1 BTN/CKL2 Service/Us SERVICE/ CONNECT BANDWID SERVICE EXISTING NEW AQC MRC PER EACH
10/100 MB IF APPLIC. MONTHS CONTRAC CONTRACT #
OR 1000 MBPS EXP 07/20/07/2007- 06/30/2012

PUYALLU P SCHOOL DSTRCT	206T0236 58017		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0336 02136		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0337 88137		PRIVATE LINE	DS1 SERVICE				WA40761		\$11.41
PUYALLU P SCHOOL DSTRCT	206T0337 88137		PRIVATE LINE	DS1 SERVICE				WA40761		\$59.09

**ATTACHMENT ONE TO THE PARTICIPATING ADDENDUM BETWEEN PUYALLUP SCHOOL DSTRCT AND QWEST
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PUYALLU P SCHOOL DSTRCT	206T0236 58017		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0336 02136		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0337 88137		PRIVATE LINE	DS1 SERVICE				WA40761		\$11.41
PUYALLU P SCHOOL DSTRCT	206T0337 88137		PRIVATE LINE	DS1 SERVICE				WA40761		\$59.09

PUYALLU P SCHOOL DSTRCT	206T0337 88137		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0348 00138		PRIVATE LINE	DS1 SERVICE				WA40761		\$59.09
PUYALLU P SCHOOL DSTRCT	206T0348 00138		PRIVATE LINE	DS1 SERVICE				WA40761		\$11.41
PUYALLU P SCHOOL DSTRCT	206T0348 00138		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0348 01139		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0348 01139		PRIVATE LINE	DS1 SERVICE				WA40761		\$8.15
PUYALLU P SCHOOL DSTRCT	206T0348 01139		PRIVATE LINE	DS1 SERVICE				WA40761		\$59.09
PUYALLU P SCHOOL DSTRCT	206T0348 02140		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T0349 83142		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98

PUYALLU P SCHOOL DSTRCT	206T0352 93143		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T3107 08144		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T4220 55766		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T6230 61815		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	206T7198 44258		PRIVATE LINE	DS1 SERVICE				WA40761		\$87.98
PUYALLU P SCHOOL DSTRCT	New	1501 39th	PRIVATE LINE	OC3				New		



FRN: 1869508
FRN: 1869618
FRN: 1866394



PUYALLUP SCHOOL DSTRCT
Bill Date: May 25, 2009
Account No: 206-225-0747 465B

Visit qwest.com

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$0.00	\$22,296.90	\$22,296.90	Jun 12, 2009

Account Summary
Summary Bill

Previous Balance

Charges

Payment

Balance Forward

New Charges

Qwest

Qwest Long Distance

ESBI ETS

Thank you for your payment

For questions, call:

1 800 777-9594

1 800 777-9594

1 866 302-3724

21,220.70

21,220.70%

\$0.00

22,143.48

56.45

73.02

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Qwest, P O Box 91155, Seattle, WA 98111-9255

6 VDB

Please fold, tear here and return this portion with your payment.



-- 13 000005 30173 E 1 AUSA71



PUYALLUP SCHOOL DSTRCT
BARBARA SHIPMAN
PO BOX 370
PUYALLUP WA 98371-0156

Bill Date: May 25, 2009
Account No: 206-225-0747 465B
Bill Due Date: Jun 12, 2009

New Chargee: \$22,296.90
TOTAL AMOUNT DUE: \$22,296.90

Amount Enclosed \$ _____

QWEST
P O BOX 91155
SEATTLE, WA 98111-9255



71206Z25074746581000005254000000000022296909



For questions, call 1 800 863-1328
Summary Bill

PUYALLUP SCHOOL DISTRICT
Bill Date: May 26, 2009
Account No: 206-225-0747 465B

New Charges

For questions, call:

MCI
Total New Charges

1 800 444-3333

23.95
\$22,296.90

TOTAL AMOUNT DUE **\$22,296.90**

A late payment charge of 1.0% may apply if a amount due does not reach us by Jun 26, 2009.

New Charges

	Amount
Monthly Charges	19,267.30
Local Usage	.32
Directory Assistance	57.75
Miscellaneous Charges and Credits	73.02
Long Distance	7.65
Carrier Computed Charges	68.91
Taxes, Fees and Surcharges	
Federal Excise	50.93
State Sales	1,306.52
Local Sales	287.05
Local Sales	93.40
Special District Sales	180.06



For questions, call 1 800 863-1328
Summary Bill



FUYALLUP SCHOOL DISTRICT
 Bill Date: May 25, 2009
 Account No: 206-225-0747 465B

New Charges

	Amount
Taxes, Fees and Surcharges	
City Occupation	740.55
State 911	32.20
Local 911	80.50
TRS Excise Funds Federal ADA Requirement	19.32
Telephone Assistance Program	20.93
Carrier Computed Taxes	11.49
Total New Charges	\$22,296.90

List of Accounts

Account	Account Code	Service Changes	Amount
206 225-0747 465			.00
206 T02-2297 797			101.93
Circuit Number 04.UHXX.218391..PN			
206 T02-2726 961			101.93
Circuit Number 04.UHXX.218345..PN			
206 T02-3094 769			20.85
Circuit Number 04.UHXX.218385.001.PN			
206 T02-3262 914			96.16
Circuit Number 04.UHXX.218252..PN			
206 T02-3544 795			101.93
Circuit Number 04.UHXX.218379..PN			
206 T02-4027 798			565.45
Circuit Number 101A T1ZF PYLPWALKHAA PYLPWA01DC0			
206 T02-4173 800			565.45
Circuit Number 102A T1ZF PYLPWALKHAA PYLPWA01DC0			
206 T02-4319 921			565.45
Circuit Number 103A T1ZF PYLPWALKHAA PYLPWA01DC0			
206 T03-0079 796			96.16
Circuit Number 04.UHXX.218381..PN			
206 T03-0381 007			101.93
Circuit Number 04.UHXX.218372..PN			
206 T03-1077 135			96.16
Circuit Number 04.UHXX.218358..PN			
206 T03-2056 597			101.93
Circuit Number 04.UHXX.218387..PN			
206 T03-6216 179			188.83
Circuit Number 04.UHXX.218380..PN			
206 T03-6991 347			101.93
Circuit Number 04.UHXX.218373..PN			
206 T03-8281 701			173.21
Circuit Number 04.UHXX.218377..PN			
206 T03-8829 815			101.93
Circuit Number 04.UHXX.218348..PN			
206 T03-9794 479			101.93
Circuit Number 04.UHXX.218242..PN			
206 T21-1328 147			96.16
Circuit Number 04.UHXX.218383..PN			
206 T21-3578 734			80.23
Circuit Number 6.UCNA.0480..PN			
206 T21-4748 921			96.16
Circuit Number 04.UHXX.218253..PN			



For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
Bill Date: May 26, 2009
Account No: 206-Z26-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T21-4880 926 Circuit Number 04.UHXX.218254..PN			96.16
206 T21-4966 927 Circuit Number 04.UHXX.218255..PN			96.16
206 T21-5301 911 Circuit Number 04.UHXX.218382.001.PN			20.85
206 T21-5587 932 Circuit Number 04.UHXX.218256..PN			96.16
206 T21-6120 867 Circuit Number 4.USDA.8225..PN			99.64
206 T21-9696 972 Circuit Number 04.UHXX.218262..PN			101.93
206 T22-0168 353 Circuit Number 04.UHXX.218371..PN			101.93
206 T22-0334 281 Circuit Number 04.UHXX.218347..PN			96.16
206 T22-2591 417 Circuit Number 04.UHXX.218262.001.PN			20.85
206 T22-2789 956 Circuit Number 04.UHXX.218265..PN			101.93
206 T22-4457 126 Circuit Number 04.UHXX.218390.001.PN			20.85
206 T22-4737 402 Circuit Number 04.UHXX.218392.001.PN			20.85
206 T22-5124 771 Circuit Number 04.UHXX.218388.001.PN			20.85
206 T22-5737 176 Circuit Number 04.UHXX.218333..PN			101.93
206 T22-5957 181 Circuit Number 04.UHXX.218334..PN			101.93
206 T22-5960 802 Circuit Number 04.UHXX.218391.001.PN			20.85
206 T22-7634 861 Circuit Number 04.UHXX.218340..PN			101.93
206 T22-8269 846 Circuit Number 04.UHXX.218376.001.PN			20.85
206 T22-9012 900 Circuit Number 04.UHXX.218264.001.PN			20.85
206 T22-9501 943 Circuit Number 04.UHXX.218386.001.PN			20.85
206 T30-7189 594 Circuit Number 04.UHXX.218263..PN			101.93
206 T30-8728 754 Circuit Number 04.UHXX.218388..PN			96.16
206 T30-9929 836 Circuit Number 04.UHXX.218376..PN			101.93
206 T31-0586 930 Circuit Number 04.UHXX.218386..PN			101.93
206 T31-5476 388 Circuit Number 04.UHXX.218397..PN			96.16
206 T31-5789 340 Circuit Number 6.SGNC.5253..PN			26.47
206 T31-5885 208 Circuit Number 04.UHXX.218397.001.PN			20.85
206 T31-7625 993 Circuit Number 04.UHXX.218350.001.PN			20.85



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Summary Bill



PUYALLUP SCHOOL DISTRCT
 Bill Date: May 25, 2009
 Account No: 206-225-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T32-0012 526			101.93
Circuit Number 04.UHXX.218243..PN			
206 T32-0536 660			101.93
Circuit Number 04.UHXX.218244..PN			
206 T32-1128 238			96.16
Circuit Number 04.UHXX.218382..PN			
206 T32-1146 636			96.16
Circuit Number 04.UHXX.218344..PN			
206 T32-1185 714			173.21
Circuit Number 04.UHXX.218246..PN			
206 T32-3993 840			96.16
Circuit Number 04.UHXX.218247..PN			
206 T33-0629 303			56.59
Circuit Number 4.UCNA.09599..PN			
206 T33-0637 317			56.59
Circuit Number 4.UCNA.09606..PN			
206 T33-0648 333			57.36
Circuit Number 4.UCNA.09614..PN			
206 T33-0651 339			84.56
Circuit Number 4.UCNA.09618..PN			
206 T33-0652 341			56.59
Circuit Number 4.UCNA.09666..PN			
206 T33-0658 351			56.59
Circuit Number 4.UCNA.09671..PN			
206 T33-1824 704			56.59
Circuit Number 4.UCNA.003790..PN			
206 T33-1825 363			58.29
Circuit Number 4.UCNA.09677..PN			
206 T33-1829 365			58.29
Circuit Number 4.UCNA.09678..PN			
206 T33-1948 369			58.29
Circuit Number 4.UCNA.09680..PN			
206 T33-2480 631			58.29
Circuit Number 4.UCNA.09713..PN			
206 T33-2496 714			58.29
Circuit Number 4.UCNA.09718..PN			
206 T33-2497 716			58.29
Circuit Number 4.UCNA.09719..PN			
206 T33-2499 274			58.29
Circuit Number 4.UCNA.09721..PN			
206 T33-2692 332			56.59
Circuit Number 4.UCNA.09736..PN			
206 T33-2729 334			56.59
Circuit Number 4.UCNA.09737..PN			
206 T33-2766 346			58.29
Circuit Number 4.UCNA.09740..PN			
206 T33-2769 352			58.29
Circuit Number 4.UCNA.09743..PN			
206 T33-2779 618			58.29
Circuit Number 4.UCNA.09752..PN			
206 T33-2783 624			58.29
Circuit Number 4.UCNA.09755..PN			
206 T33-2788 634			58.29
Circuit Number 4.UCNA.09900..PN			
206 T33-2789 636			58.29
Circuit Number 4.UCNA.09901..PN			

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List of Accounts

Account	Account Code	Service Changes	Amount
206 T33-2849 037			58.29
Circuit Number 4.UCNA.09915..PN			
206 T33-2850 038			58.29
Circuit Number 4.UCNA.10450..PN			
206 T33-2853 744			58.29
Circuit Number 4.UCNA.10449..PN			
206 T33-2854 664			58.29
Circuit Number 4.UCNA.10451..PN			
206 T33-2886 666			58.29
Circuit Number 4.UCNA.10452..PN			
206 T33-2887 668			58.29
Circuit Number 4.UCNA.10453..PN			
206 T33-2888 670			58.29
Circuit Number 4.UCNA.10454..PN			
206 T35-0936 648			101.93
Circuit Number 04.UHXX.218378..PN			
206 T35-4922 580			101.93
Circuit Number 04.UHXX.218264..PN			
206 T35-6113 048			96.16
Circuit Number 04.UHXX.218268..PN			
206 T35-7300 132			101.93
Circuit Number 04.UHXX.218332..PN			
206 T36-3936 308			101.93
Circuit Number 04.UHXX.218338..PN			
206 T36-4048 708			96.16
Circuit Number 04.UHXX.218389..PN			
206 T36-4643 038			2,196.86
Circuit Number 1001 OC03 PYLPWALKHAA PYLPWA01KAE			
206 T36-4648 694			96.16
Circuit Number 04.UHXX.218384..PN			
206 T36-4649 758			101.93
Circuit Number 04.UHXX.218385..PN			
206 T36-4658 014			20.85
Circuit Number 04.UHXX.218395.001.PN			
206 T36-4675 010			169.64
Circuit Number 04.UHXX.218390..PN			
206 T36-4693 358			173.21
Circuit Number 04.UHXX.218392..PN			
206 T36-4741 284			101.93
Circuit Number 04.UHXX.218350..PN			
206 T36-4997 306			96.16
Circuit Number 04.UHXX.218343..PN			
206 T36-5010 128			96.16
Circuit Number 04.UHXX.218351..PN			
206 T61-0542 970			20.85
Circuit Number 04.UHXX.218268.001.PN			
206 T61-0648 032			20.85
Circuit Number 04.UHXX.218253.001.PN			
206 T61-0721 067			20.85
Circuit Number 04.UHXX.218345.001.PN			
206 T61-0980 170			20.85
Circuit Number 04.UHXX.218334.001.PN			
206 T61-4423 429			20.85
Circuit Number 04.UHXX.218243.001.PN			
206 T61-6984 935			101.93
Circuit Number 04.UHXX.218395..PN			



List of Accounts

Account	Account Code	Service Charges	Amount
206 T61-7644 053			20.85
Circuit Number 04.UHXX.218373.001.PN			
206 T61-7614 364			20.85
Circuit Number 04.UHXX.218371.001.PN			
206 T61-8037 412			20.85
Circuit Number 04.UHXX.218338.001.PN			
206 T61-9314 727			20.85
Circuit Number 04.UHXX.218384.001.PN			
206 T61-9316 103			173.21
Circuit Number 04.UHXX.218393..PN			
206 T62-0743 772			20.85
Circuit Number 04.UHXX.218389.001.PN			
206 T62-1145 851			20.85
Circuit Number 04.UHXX.218393.001.PN			
206 T62-2355 369			96.16
Circuit Number 04.UHXX.218357..PN			
206 T62-2479 311			96.16
Circuit Number 04.UHXX.218353..PN			
206 T62-2785 563			20.85
Circuit Number 04.UHXX.218357.001.PN			
206 T62-3142 905			96.16
Circuit Number 04.UHXX.218339..PN			
206 T62-3525 336			20.85
Circuit Number 04.UHXX.218353.001.PN			
206 T62-3535 159			166.08
Circuit Number 04.UHXX.218398..PN			
206 T62-3618 169			20.85
Circuit Number 04.UHXX.218398.001.PN			
206 T62-3728 924			20.85
Circuit Number 04.UHXX.218356.001.PN			
206 T62-3742 375			20.85
Circuit Number 04.UHXX.218394.001.PN			
206 T62-3832 571			20.85
Circuit Number 04.UHXX.218378.001.PN			
206 T62-3839 618			20.85
Circuit Number 04.UHXX.218252.001.PN			
206 T62-3850 765			20.85
Circuit Number 04.UHXX.218246.001.PN			
206 T62-3855 615			20.85
Circuit Number 04.UHXX.218247.001.PN			
206 T62-4268 954			20.85
Circuit Number 04.UHXX.218348.001.PN			
206 T62-4267 713			20.85
Circuit Number 04.UHXX.218387.001.PN			
206 T62-4541 820			20.85
Circuit Number 04.UHXX.218363.001.PN			
206 T62-4586 912			20.85
Circuit Number 04.UHXX.218339.001.PN			
206 T62-4862 024			20.85
Circuit Number 04.UHXX.218332.001.PN			
206 T62-4867 914			20.85
Circuit Number 04.UHXX.218379.001.PN			
206 T62-4926 764			20.85
Circuit Number 04.UHXX.218344.001.PN			
206 T62-4948 744			20.85
Circuit Number 04.UHXX.218377.001.PN			



List of Accounts

Account	Account Code	Service Changes	Amount
206 T62-5092 928			20.85
Circuit Number 04.UHXX.218244.001.PN			
206 T62-5389 360			20.85
Circuit Number 04.UHXX.218347.001.PN			
206 T62-5638 171			20.85
Circuit Number 04.UHXX.218358.001.PN			
206 T62-5640 801			20.85
Circuit Number 04.UHXX.218254.001.PN			
206 T62-5794 819			20.85
Circuit Number 04.UHXX.218242.001.PN			
206 T62-6196 095			20.85
Circuit Number 04.UHXX.218255.001.PN			
206 T62-6221 444			20.85
Circuit Number 04.UHXX.218258.001.PN			
206 T62-6222 484			20.85
Circuit Number 04.UHXX.218259.001.PN			
206 T62-6552 093			169.64
Circuit Number 04.UHXX.218394..PN			
206 T62-8708 255			20.85
Circuit Number 04.UHXX.218265.001.PN			
206 T62-8714 385			20.85
Circuit Number 04.UHXX.218333.001.PN			
206 T62-8721 414			20.85
Circuit Number 04.UHXX.218335.001.PN			
206 T62-8737 884			20.85
Circuit Number 04.UHXX.218340.001.PN			
206 T62-8747 228			20.85
Circuit Number 04.UHXX.218341.001.PN			
206 T62-8748 331			20.85
Circuit Number 04.UHXX.218343.001.PN			
206 T62-8750 235			20.85
Circuit Number 04.UHXX.218351.001.PN			
206 T62-8760 846			20.85
Circuit Number 04.UHXX.218381.001.PN			
206 T62-8763 255			20.85
Circuit Number 04.UHXX.218372.001.PN			
206 T62-8778 783			20.85
Circuit Number 04.UHXX.218380.001.PN			
206 T62-8780 717			20.85
Circuit Number 04.UHXX.218383.001.PN			
206 T81-8406 513			99.64
Circuit Number 4.USDA.0506..PN			
206 824-1790 060			851.62
253 435-0026 121			30.86
253 435-0045 587			30.86
253 435-0169 617			41.78
253 435-0692 667			107.10
253 435-5742 953			125.35
253 435-7655 607			41.78
253 445-0481 029			41.78
253 445-4116 799	868.15	7.92 47	73.02 8581
253 445-6694 915			128.90
253 445-7024 060			83.67
253 445-7361 965			214.63
253 445-8496 877			32.22
253 445-8743 567			32.22
253 548-1163 184			34.15



For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
 Bill Date: May 25, 2009
 Account No: 206-226-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
253 770-4166 768			32.22
253 770-4676 845			30.86
253 770-6294 106			30.86
253 826-4735 624			30.86
253 840-0323 008			71.39
253 840-4030 749			83.57
253 840-4070 817			83.57
253 841-0391 216			39.88
253 841-1302 032	8356.00	5.81 LB	23.95 MCI
253 841-5625 030			3,384.76
253 841-5683 083	39.88	56.45 LB	41.78
253 841-5711 584			96.33
253 841-6345 130			32.22
253 841-6400 445			32.22
253 841-8592 776			100.19
253 845-0341 377			32.37
253 846-2846 264			154.30
253 848-0420 027			199.41
253 848-2333 563			199.41
253 848-2416 420			79.76
253 848-2502 193			32.22
253 848-3275 595			32.22
253 848-5039 680			32.22
253 863-2386 333			34.15
253 863-3028 125			34.15
253 863-9169 339			68.28
253 864-7288 465			39.88
253 864-7493 466			41.78
253 864-7620 194			63.81
253 922-7261 142			30.86
253 922-7297 290			30.86
253 927-0166 965			68.31
253 927-0179 092			34.15
253 927-3935 267			39.88
253 927-4155 336	239.29	89 AD	240.18
253 927-9692 975			68.28
253 952-0323 623			30.86
425 227-8810 032			534.35

Total List of Accounts

\$22,296.90

Summary of Services

Quantity	Description	Code
1	Scan-Alert	ASP
1	25 Long Distance Billing Numbers	BLN
75	Additional Directory Listing	CLT
60	Central Office Connecting Channel - SST	CU5OU
1	Central Office Node - SST	FC5
60	SST Remote Node STS1	FC6AX
1	Remote Node - SST	FP6
6	Transport Channel - Fixed Rate	FQYX1

000005 5/10/09



For questions, call 1 800 863-1328
 Summary Bill



PUYALLUP SCHOOL DSTRCT
 Bill Date: May 25, 2009
 Account No: 206-225-0747 465B

Summary of Services

Quantity	Description	Code
1	Transport Channel - Fixed Rate	FQYX2
2	Series Completion Hunting	H50
41	Per Mile Mileage - 1,544 MBPS - 0 to 8 Miles 1 to 5 Channels	JZ3PA
9	Per Mile Mileage - 1,544 MBPS - 8 to 25 Miles 1 to 5 Channels	JZ3PB
44	Measured Business Service Without Allowance	LMB
3144	Direct Inward Dialing Number	NDN
3	Intercom	NRN
64	Channel Performance - Loop Start Signalling	PCWCX
2	Channel Performance - No Signalling	PCWEX
4	Channel Performance - Local Area Data Service	PCWOX
62	Loop Start Signaling - Type LS	PJWHX
18	Foreign Exchange Channel Termination	P3N
28	Toll Restriction Service Individual & Key Lines	RTY
3	Centrex Family System 3 Up to 1.5 Miles per Line	RXE
34	S Type Channl Cndtng Type C	SAY
9	Foreign Exchange Service Function	SV9
9	Foreign Exchange Trunk	TQJ
66	Chan Term - 1,544 MBPS - per Pt of Term - 1 to 5 Terminations	T7TGG
1	Service Terminals Half Duplex 1st Station in an Exchange	W1P9M
7	Fixed Mileage - 1,544 MBPS 0 to 8 Miles - 1 to 5 Channels	XUWP1
1	Fixed Mileage - 1,544 MBPS 8 to 25 Miles - 1 to 5 Channels	XUWP2
3	4-wire Primary Rate Interface on DS1 Interface	Z4D
179	Network Access Channel 2-Wire Interface	1DC2X
4	Network Access Channel 4-Wire Interface	1DC4X
2	Network Access Channel 2-Wire Interface	1D92X
44	Business Line	1FB
159	Foreign Exchange Mileage Non Contiguous per Mile	1LHA2
40	1/4 Mile Foreign Exchange Mileage	1LLAR
6	Off Premises Extension	1LXBJ



For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DISTRICT
 Bill Date: May 25, 2009
 Account No: 206-225-0747 465B

Summary of Services

Quantity	Description	Code
45	Transport Channel - per Mile Rate	3LBXA
116	Federal Access Charge	9ZR

Summary of Payments

Date	Account	Amount
May 15	206-225-0747	21,220.70%

Total Payments

\$21,220.70%

For Your Information

Customers using Teletype (TTY) devices can direct their inquiries to Qwest at 1 800 223-3131, a TTY equipped number.

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an *, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.

Catalog/Rate Schedule information for your services is available without charge at your service provider's web site or by calling their toll-free number. Catalog/Rate Schedule information for Qwest services is available without charge at www.qwest.com or by calling the toll-free number listed on the summary page of your bill.

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PUYALLUP SCHOOL DSTRCT
Bill Date: Jun 25, 2009
Account No: 206-225-0747 465B

Visit qwest.com

Table with 4 columns: Balance Forward, New Charges, Total Amount Due, Due Date for New Charges. Values: \$0.00, \$20,903.49, \$20,903.49, Jul 11, 2009

Account Summary
Summary Bill

Previous Balance

Charges 22,296.90
Payment Thank you for your payment 22,296.90
Balance Forward \$0.00

New Charges

For questions, call:
Qwest 1 800 777-9594 20,750.07
Qwest Long Distance 1 800 777-9594 56.46
ESBI ETS 1 888 302-3724 73.02

Your communications needs are our top priority. Contact your Qwest dedicated business team to receive a FREE account review and information on tailored solutions for your business. Call 1 800-996-2506 or manage your account online by registering at www.qwest.com/myaccount. Thanks for choosing Qwest.

Qwest, P O Box 91155, Seattle, WA 98111-9255

6 VDB

Please fold, tear here and return this portion with your payment.



-- 13 000010 53074 E 1 AUSA71



PUYALLUP SCHOOL DSTRCT
BARBARA SHIPMAN
PO BOX 370
PUYALLUP WA 98371-0156

Bill Date: Jun 25, 2009
Account No: 206-225-0747 465B
Bill Due Date: Jul 11, 2009

New Charges: \$20,903.49
TOTAL AMOUNT DUE: \$20,903.49

Amount Enclosed \$ _____

QWEST
P O BOX 91155
SEATTLE, WA 98111-9255



71206225074746581000006252000000000020903498

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For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DISTRICT
Bill Date: Jun 25, 2009
Account No: 208-225-0747 465B

New Charges

For questions, call:

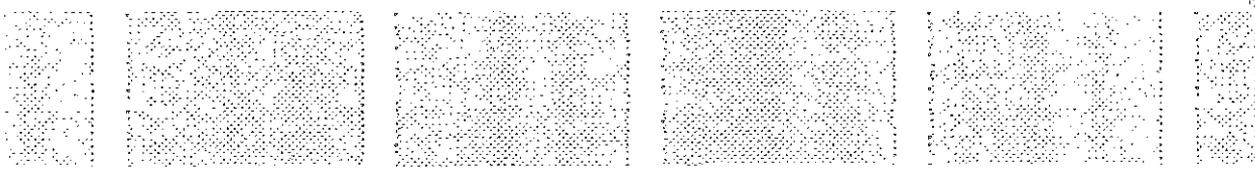
MCI 23.95
Total New Charges 1 800 444-3333 \$20,903.49

TOTAL AMOUNT DUE \$20,903.49

A late payment charge of 1.0% may apply if amount due does not reach us by Jul 25, 2009.

New Charges

	Amount
Monthly Charges	18,525.44
Service Additions and Changes	544.04
Local Usage	.09
Directory Assistance	87.50
Miscellaneous Charges and Credits	73.02
Long Distance	.67
Carrier Computed Charges	68.91
Taxes, Fees and Surcharges	
Federal Excise	50.93
State Sales	1,222.69
Local Sales	283.12
Local Sales	73.07





For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
Bill Date: Jun 25, 2009
Account No: 206-225-0747 465B

New Charges

	Amount
Taxes, Fees and Surcharges	
Special District Sales	168.67
City Occupation	728.98
State 911	32.20
Local 911	80.50
TRS Excise Funds Federal ADA Requirement	19.32
Telephone Assistance Program	20.93
Carrier Computed Taxes	11.49
Total New Charges	\$20,903.49

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List of Accounts

Account	Account Code	Service Changes	Amount
206 225-0747 465			.00
206 T02-2297 797			101.93
Circuit Number 04.UHXX.218391..PN			
206 T02-2726 961			101.93
Circuit Number 04.UHXX.218345..PN			
206 T02-3094 769			20.85
Circuit Number 04.UHXX.218386.001.PN			
206 T02-3262 914			96.16
Circuit Number 04.UHXX.218252..PN			
206 T02-3544 795			101.93
Circuit Number 04.UHXX.218379..PN			
206 T02-4027 798			565.45
Circuit Number 101A T1ZF PYLPWALKHAA PYLPWA01DC0			
206 T02-4173 800			565.45
Circuit Number 102A T1ZF PYLPWALKHAA PYLPWA01DC0			
206 T02-4319 921			565.45
Circuit Number 103A T1ZF PYLPWALKHAA PYLPWA01DC0			
206 T03-0079F 796			70.52%
Circuit Number 04.UHXX.218331..PN			
206 T03-0381 007			101.93
Circuit Number 04.UHXX.218372..PN			
206 T03-1077F 135			70.52%
Circuit Number 04.UHXX.218358..PN			
206 T03-2056 597			101.93
Circuit Number 04.UHXX.218387..PN			
206 T03-6216 179			188.83
Circuit Number 04.UHXX.218380..PN			
206 T03-6991 347			101.93
Circuit Number 04.UHXX.218373..PN			
206 T03-8281 701			173.21
Circuit Number 04.UHXX.218377..PN			
206 T03-8829 815			101.93
Circuit Number 04.UHXX.218348..PN			
206 T03-9794 479			101.93
Circuit Number 04.UHXX.218242..PN			
206 T21-1328 147			96.16
Circuit Number 04.UHXX.218383..PN			
206 T21-3578 734			80.23
Circuit Number 6.UCNA.0480..PN			

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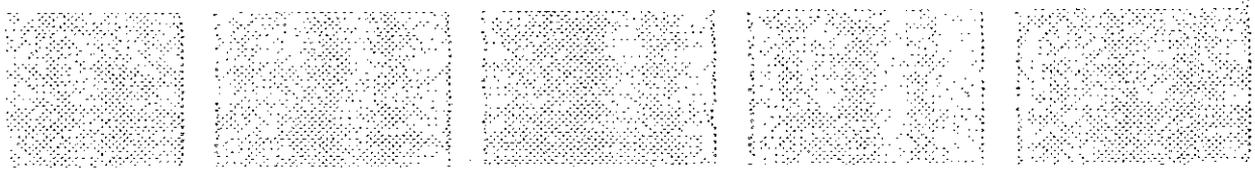
For questions, call 1 800 863-1328
 Summary Bill



PUYALLUP SCHOOL DISTRICT
 Bill Date: Jun 25, 2009
 Account No: 206-Z25-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T21-4746 921			96.16
Circuit Number 04.UHXX.218253..PN			
206 T21-4880 926			96.16
Circuit Number 04.UHXX.218254..PN			
206 T21-4965F 927			70.52%
Circuit Number 04.UHXX.218255..PN			
206 T21-6301 911			20.85
Circuit Number 04.UHXX.218382.001.PN			
206 T21-6587F 932			70.52%
Circuit Number 04.UHXX.218256..PN			
206 T21-6120 667			99.64
Circuit Number 4.USDA.8226..PN			
206 T21-9695 972			101.93
Circuit Number 04.UHXX.218262..PN			
206 T22-0168 353			101.93
Circuit Number 04.UHXX.218371..PN			
206 T22-0334 281			96.16
Circuit Number 04.UHXX.218347..PN			
206 T22-2591 417			20.85
Circuit Number 04.UHXX.218262.001.PN			
206 T22-2789 965			101.93
Circuit Number 04.UHXX.218265..PN			
206 T22-4457 126			20.85
Circuit Number 04.UHXX.218390.001.PN			
206 T22-4737 402			20.85
Circuit Number 04.UHXX.218392.001.PN			
206 T22-5124 771			20.85
Circuit Number 04.UHXX.218388.001.PN			
206 T22-6737 175			101.93
Circuit Number 04.UHXX.218333..PN			
206 T22-5957 181			101.93
Circuit Number 04.UHXX.218334..PN			
206 T22-5960 802			20.85
Circuit Number 04.UHXX.218391.001.PN			
206 T22-7634 861			101.93
Circuit Number 04.UHXX.218340..PN			
206 T22-8269 845			20.85
Circuit Number 04.UHXX.218376.001.PN			
206 T22-9012 900			20.85
Circuit Number 04.UHXX.218264.001.PN			
206 T22-9501 943			20.85
Circuit Number 04.UHXX.218386.001.PN			
206 T30-7189 594			101.93
Circuit Number 04.UHXX.218263..PN			
206 T30-8728 754			96.16
Circuit Number 04.UHXX.218388..PN			
206 T30-9929 836			101.93
Circuit Number 04.UHXX.218376..PN			
206 T31-0586 930			101.93
Circuit Number 04.UHXX.218386..PN			
206 T31-5476 388			96.16
Circuit Number 04.UHXX.218397..PN			
206 T31-6789 340			26.47
Circuit Number 6.SGNC.5253..PN			
206 T31-5885 208			20.85
Circuit Number 04.UHXX.218397.001.PN			





For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DISTRICT
Bill Date: Jun 25, 2009
Account No: 206-225-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T31-7625 993			20.85
Circuit Number 04.UHXX.218350.001.PN			
206 T32-0012 526			101.93
Circuit Number 04.UHXX.218243..PN			
206 T32-0536 660			101.93
Circuit Number 04.UHXX.218244..PN			
206 T32-1128 238			96.16
Circuit Number 04.UHXX.218382..PN			
206 T32-1146 636			96.16
Circuit Number 04.UHXX.218344..PN			
206 T32-1186 714			173.21
Circuit Number 04.UHXX.218246..PN			
206 T32-3993 840			96.16
Circuit Number 04.UHXX.218247..PN			
206 T33-0629 303			66.59
Circuit Number 4.UCNA.09599..PN			
206 T33-0637 317			66.59
Circuit Number 4.UCNA.09606..PN			
206 T33-0648 333			57.36
Circuit Number 4.UCNA.09614..PN			
206 T33-0651 339			84.56
Circuit Number 4.UCNA.09618..PN			
206 T33-0652 341			66.59
Circuit Number 4.UCNA.09666..PN			
206 T33-0658 351			66.59
Circuit Number 4.UCNA.09671..PN			
206 T33-1824 704			66.59
Circuit Number 4.UCNA.003790..PN			
206 T33-1825 363			58.29
Circuit Number 4.UCNA.09677..PN			
206 T33-1829 365			58.29
Circuit Number 4.UCNA.09678..PN			
206 T33-1948 369			58.29
Circuit Number 4.UCNA.09680..PN			
206 T33-2480 631			66.29
Circuit Number 4.UCNA.09713..PN			
206 T33-2496 714			58.29
Circuit Number 4.UCNA.09718..PN			
206 T33-2497 716			58.29
Circuit Number 4.UCNA.09719..PN			
206 T33-2499 274			66.29
Circuit Number 4.UCNA.09721..PN			
206 T33-2692 332			66.59
Circuit Number 4.UCNA.09736..PN			
206 T33-2729 334			66.59
Circuit Number 4.UCNA.09737..PN			
206 T33-2765 346			58.29
Circuit Number 4.UCNA.09740..PN			
206 T33-2769 352			58.29
Circuit Number 4.UCNA.09743..PN			
206 T33-2779 618			58.29
Circuit Number 4.UCNA.09752..PN			
206 T33-2783 624			58.29
Circuit Number 4.UCNA.09755..PN			
206 T33-2788 634			58.29
Circuit Number 4.UCNA.09900..PN			

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For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
 Bill Date: Jun 26, 2009
 Account No: 206-225-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T33-2789 636			58.29
Circuit Number 4.UCNA.09901..PN			
206 T33-2849 037			58.29
Circuit Number 4.UCNA.09915..PN			
206 T33-2850 038			58.29
Circuit Number 4.UCNA.10450..PN			
206 T33-2853 744			58.29
Circuit Number 4.UCNA.10449..PN			
206 T33-2854 664			58.29
Circuit Number 4.UCNA.10451..PN			
206 T33-2886 666			58.29
Circuit Number 4.UCNA.10452..PN			
206 T33-2887 668			58.29
Circuit Number 4.UCNA.10453..PN			
206 T33-2888 670			58.29
Circuit Number 4.UCNA.10454..PN			
206 T35-0936 548			101.93
Circuit Number 04.UHXX.218378..PN			
206 T36-4922 580			101.93
Circuit Number 04.UHXX.218264..PN			
206 T36-6113 048			96.16
Circuit Number 04.UHXX.218268..PN			
206 T36-7300 132			101.93
Circuit Number 04.UHXX.218332..PN			
206 T36-3936 308			101.93
Circuit Number 04.UHXX.218338..PN			
206 T36-4048 708			96.16
Circuit Number 04.UHXX.218389..PN			
206 T36-4643 038			2,196.66
Circuit Number 1001 OC03 PYLPWALKHAA PYLPWA01KAE			
206 T36-4648 694			96.16
Circuit Number 04.UHXX.218384..PN			
206 T36-4649 758			101.93
Circuit Number 04.UHXX.218385..PN			
206 T36-4658 014			20.85
Circuit Number 04.UHXX.218395.001.PN			
206 T36-4675 010			169.64
Circuit Number 04.UHXX.218390..PN			
206 T36-4693 358			173.21
Circuit Number 04.UHXX.218392..PN			
206 T36-4741 284			101.93
Circuit Number 04.UHXX.218350..PN			
206 T36-4997 306			96.16
Circuit Number 04.UHXX.218343..PN			
206 T36-5010F 128			70.52%
Circuit Number 04.UHXX.218351..PN			
206 T61-0542 970			20.85
Circuit Number 04.UHXX.218268.001.PN			
206 T61-0648 032			20.85
Circuit Number 04.UHXX.218253.001.PN			
206 T61-0721 067			20.85
Circuit Number 04.UHXX.218345.001.PN			
206 T61-0980 170			20.85
Circuit Number 04.UHXX.218334.001.PN			
206 T61-4423 429			20.85
Circuit Number 04.UHXX.218243.001.PN			



For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
Bill Date: Jun 25, 2009
Account No: 206-226-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T61-6984 935			101.93
Circuit Number 04.UHXX.218395..PN			
206 T61-7544 053			20.85
Circuit Number 04.UHXX.218373.001.PN			
206 T61-7614 364			20.85
Circuit Number 04.UHXX.218371.001.PN			
206 T61-8037 412			20.85
Circuit Number 04.UHXX.218338.001.PN			
206 T61-9314 727			20.85
Circuit Number 04.UHXX.218384.001.PN			
206 T61-9316 103			173.21
Circuit Number 04.UHXX.218393..PN			
206 T62-0743 772			20.85
Circuit Number 04.UHXX.218389.001.PN			
206 T62-1145 851			20.85
Circuit Number 04.UHXX.218393.001.PN			
206 T62-2355F 369			70.52%
Circuit Number 04.UHXX.218357..PN			
206 T62-2479F 311			70.52%
Circuit Number 04.UHXX.218353..PN			
206 T62-2785F 563			15.29%
Circuit Number 04.UHXX.218357.001.PN			
206 T62-3142 905			96.16
Circuit Number 04.UHXX.218339..PN			
206 T62-3525F 336			15.29%
Circuit Number 04.UHXX.218353.001.PN			
206 T62-3535 159			166.08
Circuit Number 04.UHXX.218398..PN			
206 T62-3618 169			20.85
Circuit Number 04.UHXX.218398.001.PN			
206 T62-3728F 924			15.29%
Circuit Number 04.UHXX.218356.001.PN			
206 T62-3742 375			20.85
Circuit Number 04.UHXX.218394.001.PN			
206 T62-3832 571			20.85
Circuit Number 04.UHXX.218378.001.PN			
206 T62-3839 618			20.85
Circuit Number 04.UHXX.218252.001.PN			
206 T62-3850 765			20.85
Circuit Number 04.UHXX.218246.001.PN			
206 T62-3855 615			20.85
Circuit Number 04.UHXX.218247.001.PN			
206 T62-4266 954			20.85
Circuit Number 04.UHXX.218348.001.PN			
206 T62-4267 713			20.85
Circuit Number 04.UHXX.218387.001.PN			
206 T62-4541 820			20.85
Circuit Number 04.UHXX.218363.001.PN			
206 T62-4586 912			20.85
Circuit Number 04.UHXX.218339.001.PN			
206 T62-4862 024			20.85
Circuit Number 04.UHXX.218332.001.PN			
206 T62-4867 914			20.85
Circuit Number 04.UHXX.218379.001.PN			
206 T62-4926 764			20.85
Circuit Number 04.UHXX.218344.001.PN			

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For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
Bill Date: Jun 25, 2009
Account No: 206-225-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
206 T62-4948 744			20.85
Circuit Number 04.UHXX.218377.001.PN			
206 T62-5092 928			20.85
Circuit Number 04.UHXX.218244.001.PN			
206 T62-5389 360			20.85
Circuit Number 04.UHXX.218347.001.PN			
206 T62-5638F 171			15.29%
Circuit Number 04.UHXX.218358.001.PN			
206 T62-5640 801			20.85
Circuit Number 04.UHXX.218254.001.PN			
206 T62-5794 819			20.85
Circuit Number 04.UHXX.218242.001.PN			
206 T62-6196F 096			15.29%
Circuit Number 04.UHXX.218255.001.PN			
206 T62-6221 444			20.85
Circuit Number 04.UHXX.218258.001.PN			
206 T62-6222 484			20.85
Circuit Number 04.UHXX.218259.001.PN			
206 T62-6552 093			169.64
Circuit Number 04.UHXX.218394..PN			
206 T62-8708 255			20.85
Circuit Number 04.UHXX.218265.001.PN			
206 T62-8714 385			20.85
Circuit Number 04.UHXX.218333.001.PN			
206 T62-8721 414			20.85
Circuit Number 04.UHXX.218335.001.PN			
206 T62-8737 884			20.85
Circuit Number 04.UHXX.218340.001.PN			
206 T62-8747 228			20.85
Circuit Number 04.UHXX.218341.001.PN			
206 T62-8748 331			20.85
Circuit Number 04.UHXX.218343.001.PN			
206 T62-8750F 236			15.29%
Circuit Number 04.UHXX.218351.001.PN			
206 T62-8760F 846			15.29%
Circuit Number 04.UHXX.218381.001.PN			
206 T62-8763 256			20.85
Circuit Number 04.UHXX.218372.001.PN			
206 T62-8778 783			20.85
Circuit Number 04.UHXX.218380.001.PN			
206 T62-8780 717			20.85
Circuit Number 04.UHXX.218383.001.PN			
206 T81-8406 513			99.64
Circuit Number 4.USDA.0506..PN			
206 824-1790 060			847.47
253 435-0026 121			30.86
253 435-0045 587			30.86
253 435-0169 617			41.78
253 435-0692 667			107.10
253 435-5742 953			126.35
253 435-7655 607			41.78
253 445-0481 029			41.78
253 445-4116 799			980.49
253 445-6694 916			128.90
253 445-7024 060			83.57
253 445-7361 965			214.53
253 445-8496 877			32.22

906.70

77 57

73.02 2561



For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DISTRICT
 Bill Date: Jun 25, 2009
 Account No: 206-225-0747 465B

List of Accounts

Account	Account Code	Service Changes	Amount
253 445-8743 567			32.22
253 548-1163 184			34.15
253 770-4166 768			32.22
253 770-4675 845			30.86
253 770-6294 106			30.86
253 826-4735 624			30.86
253 840-0323 008			71.39
253 840-4030 749			63.57
253 840-4070 817			86.60
253 841-0391 216			39.88
253 841-1302 032	9355.00	5.81 LD	2395 Mch 3,384.76
253 841-5625 030			41.78
253 841-5683 083	39.88	5645 LD	96.33
253 841-5711 584			32.22
253 841-6345 130			32.22
253 841-6400 445			100.19
253 841-8592 776			32.22
253 845-0341 377			154.30
253 846-2846 264			199.41
253 848-0420 027			199.41
253 848-2333 563			79.76
253 848-2416 420			32.22
253 848-2502 193			32.22
253 848-3275 595			32.22
253 848-5039 680			32.22
253 863-2386 333			34.15
253 863-3028 125			34.15
253 863-9169 339			68.28
253 864-7288 465			39.88
253 864-7493 466			41.78
253 864-7620 194			61.73
253 922-7261 142			30.86
253 922-7297 290			30.86
253 927-0166 965			68.28
253 927-0179 092			34.15
253 927-3935 267			39.88
253 927-4156 336			239.29
253 927-9692 975			68.28
253 952-0323 623			30.96
425 227-8810 032			534.35

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Total List of Accounts

\$20,903.49

Summary of Services

Quantity	Description	Code
1	Scan-Alert	ASP
1	25 Long Distance Billing Numbers	BLN
75	Additional Directory Listing	CLT
63	Central Office Connecting Channel - SST	CU5OU
1	Central Office Node - SST	FC5
53	SST Remote Node STS1	FC6AX
1	Remote Node - SST	FP5

continued on back



For questions, call 1 800 863-1328
 Summary Bill

PUYALLUP SCHOOL DSTRCT
 Bill Date: Jun 25, 2009
 Account No: 206-225-0747 465B

Summary of Services

Quantity	Description	Code
6	Transport Channel - Fixed Rate	FQYX1
1	Transport Channel - Fixed Rate	FQYX2
2	Series Completion Hunting	H50
41	Per Mile Mileage - 1,544 MBPS - 0 to 8 Miles 1 to 5 Channels	JZ3PA
9	Per Mile Mileage - 1,544 MBPS - 8 to 25 Miles 1 to 5 Channels	JZ3PB
44	Measured Business Service Without Allowance	LMB
3144	Direct Inward Dialing Number	NDN
3	Intercom	NRN
54	Channel Performance - Loop Start Signalling	PCWCX
2	Channel Performance - No Signalling	PCWEX
4	Channel Performance - Local Area Data Service	PCWXX
52	Loop Start Signaling - Type LS	PJWHX
18	Foreign Exchange Channel Termination	P3N
28	Toll Restriction Service Individual & Key Lines	RTV
3	Centrox Family System 3 Up to 1.5 Miles per Line	FXE
34	S Type Channl Cndtng Type C	SAY
9	Foreign Exchange Service Function	SV9
9	Foreign Exchange Trunk	TQJ
49	Chan Term - 1.544 MBPS - per Pt of Term - 1 to 5 Terminations	T7TGG
1	Service Terminals Half Duplex 1st Station in an Exchange	W1P9M
7	Fixed Mileage - 1.544 MBPS 0 to 8 Miles - 1 to 5 Channels	XUWP1
1	Fixed Mileage - 1.544 MBPS 8 to 25 Miles - 1 to 5 Channels	XUWP2
3	4-wire Primary Rate Interface on DS1 Interface	Z4D
179	Network Access Channel 2-Wire Interface	1DC2X
4	Network Access Channel 4-Wire Interface	1DC4X
2	Network Access Channel 2-Wire Interface	1D92X
44	Business Line	1FB
159	Foreign Exchange Mileage Non Contiguous per Mile	1LHA2
40	1/4 Mile Foreign Exchange Mileage	1LLAR



For questions, call 1 800 863-1328
Summary Bill



PUYALLUP SCHOOL DSTRCT
Bill Date: Jun 25, 2009
Account No: 206-225-0747 465B

Summary of Services

Quantity	Description	Code
6	Off Premises Extension	1LXBJ
45	Transport Channel - per Mile Rate	3LBXA
116	Federal Access Charge	9ZR

Summary of Payments

Date	Account	Amount
Jun 16	206-225-0747	22,296.90

Total Payments

\$22,296.90

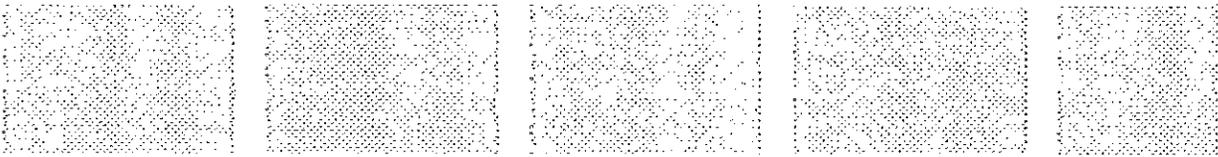
For Your Information

Customers using Teletype (TTY) devices can direct their inquiries to Qwest at 1 800 223-3131, a TTY equipped number.

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an *, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.

Catalog/Rate Schedule information for your services is available without charge at your service provider's web site or by calling their toll-free number. Catalog/Rate Schedule information for Qwest services is available without charge at www.qwest.com or by calling the toll-free number listed on the summary page of your bill.

000010 6/494





Item 21 Attachment
Telecommunications - Funding Year 2009

Applicant Name PUYALLUP SCHOOL DISTRICT 3
Billed Entity Number 145268
Form 471 Application Number 676787
Funding Request Number 1869508
Service Provider Qwest Corporation
Attachment Number DS1
Narrative description of this Funding Request DS1 service for Puyallup School District.

Service Type	Service Description	Eligible Pre-Discount Cost	
1 DTS - DS-1	DS1 service provided by Qwest.		\$92,559.00
		Number of Telecom Lines (if applicable)	95
		Recurring Charges	Non Recurring Charges
	Monthly Recurring Charges	\$7,713.25	One-time non-recurring charges \$0.00
	Less Ineligible Amount (if any)	\$0.00	Less Ineligible Amount (if any) \$0.00
	Number of Months	12	
	Eligible recurring charges	\$92,559.00	Eligible non-recurring charges \$0.00
		Line item TOTAL \$92559	
	Total:		\$92,559.00
	Funding Requested on 471:		\$92,559.00

Further information

DS1 service for Puyallup School District provided by Qwest on contract number WA56017 and the BTNs are 206 T02-2297 797, 206 T02-2726 961, 206 T02-3094 769, 206 T02-3262 914, 206 T02-3544 795, 206 T03-0079 795, 206 T03-0381 007, 206 T03-1077 135, 206 T03-2056 597, 206 T03-6216 179, 206 T03-6991 347, 206 T03-8281 701, 206 T03-8829 815, 206 T03-9794 479, 206 T21-1328 147, 206 T21-4746 921, 206 T21-4880 926, 206 T21-4965 927, 206 T21-5301 911, 206 T21-5587 932, 206 T21-9695 972, 206 T22-0168 353, 206 T22-0334 281, 206 T22-2591 417, 206 T22-2789 955, 206 T22-4457 126, 206 T22-4737 402, 206 T22-5124 771, 206 T22-5737 175, 206 T22-5957 181, 206 T22-5960 802, 206 T22-7634 861, 206 T22-8269 845, 206 T22-9012 900, 206 T22-9501 943, 206 T30-7189 594, 206 T30-8728 754, 206 T30-9929 836, 206 T31-0586 930, 206 T31-5476 388, 206 T31-5885 208, 206 T31-7625 993, 206 T32-0012 526, 206 T32-0536 660, 206 T32-1128 238, 206 T32-1146 636, 206 T32-1185 714, 206 T32-3993 840, 206 T35-0936 548, 206 T35-4922 580, 206 T35-6113 048, 206 T35-7300 132, 206 T36-3936 308, 206 T36-4048 708, 206 T36-4648 694, 206 T36-4649 758, 206 T36-4658 014, 206 T36-4675 010, 206 T36-4693 358, 206 T36-4741 284, 206 T36-4997 306, 206 T36-5010 128, 206 T61-0542 970, 206 T61-0648 032, 206 T61-0721 067, 206 T61-0980 170, 206 T61-4423 429, 206 T61-6984 935, 206 T61-7544 053, 206 T61-7614 364, 206 T61-8037 412, 206 T61-9314 727, 206 T61-9616 103, 206 T62-0743 772, 206 T62-1145 851, 206 T62-2355 369, 206 T62-2479 311, 206 T62-2785 563, 206 T62-3142 905, 206 T62-3525 336, 206 T62-3535 159, 206 T62-3618 169, 206 T62-3728 924, 206 T62-3742 375, 206 T62-3832 571, 206 T62-3839 618, 206 T62-3850 765, 206 T62-4266 954, 206 T62-4267 713, 206 T62-4541 820, 206 T62-4586 912, 206 T62-4862 024, 206

T62-4867 914, 206 T62-4926 764, 206 T62-4948 744, 206 T62-5092 928, 206 T62-5389 360, 206 T62-5638 171, 206 T62-5640 801, 206 T62-5794 819, 206 T62-6196 095, 206 T62-6221 444, 206 T62-6222 484, 206 T62-6552 093, 206 T62-8708 255, 206 T62-8714 385, 206 T62-8721 414, 206 T62-8737 884, 206 T62-8747 228, 206 T62-8748 331, 206 T62-8750 235, 206 T62-8760 846, 206 T62-8763 255, 206 T62-8778 783, 206 T62-8780 717

Date Submitted

3/19/2009 4:02:27 PM



Item 21 Attachment
Telecommunications - Funding Year 2009

Applicant Name PUYALLUP SCHOOL DISTRICT 3
Billed Entity Number 145268
Form 471 Application Number 676787
Funding Request Number 1869618
Service Provider Qwest Corporation
Attachment Number OC3
Narrative description of this Funding Request OC3 service for Puyallup School District.

Service Type	Service Description	Eligible Pre-Discount Cost	
1 DTS - OC-3	OC3 service provided by Qwest Communications.		\$41,273.88
		Number of Telecom Lines (if applicable)	1
		Recurring Charges	Non Recurring Charges
	Monthly Recurring Charges	\$3,439.49	One-time non-recurring charges \$0.00
	Less Ineligible Amount (if any)	\$0.00	Less Ineligible Amount (if any) \$0.00
	Number of Months	12	
	Eligible recurring charges	\$41,273.88	Eligible non-recurring charges \$0.00
			Line item TOTAL \$41273.88
		Total:	\$41,273.88
	Funding Requested on 471:		\$41,273.88

Further information OC3 service for Puyallup School District provided by Qwest on contract number WA56019 and the BTN is 206-T11-8107 892.

Date Submitted 3/19/2009 4:05:06 PM



Item 21 Attachment
Telecommunications - Funding Year 2009

Applicant Name PUYALLUP SCHOOL DISTRICT 3
Billed Entity Number 145268
Form 471 Application Number 676787
Funding Request Number 1866394
Service Provider Qwest Corporation
Attachment Number 09PSD
Narrative description of this Funding Request Primary Rate ISDN service for Puyallup School District

Service Type	Service Description	Eligible Pre-Discount Cost	
1 DTS - ISDN-PRI	Primary Rate Service Provided by Qwest		\$25,176.00
		Number of Telecom Lines (if applicable)	4
		Recurring Charges	Non Recurring Charges
		Monthly Recurring Charges	One-time non-recurring charges
		Less Ineligible Amount (If any)	Less Ineligible Amount (If any)
		Number of Months	
		Eligible recurring charges	Eligible non-recurring charges
		\$25,176.00	\$0.00
			Line item TOTAL \$25176
		Total:	\$25,176.00
		Funding Requested on 471:	\$25,176.00

Further information PRI Services for Puyallup School District provided by Qwest. Contract Number WA55051, Billing Account Numbers Are 206 T02-4027 798, 206 T02-4173 800, 206 T02-4319 921, 253 445-4116 799

Date Submitted 3/19/2009 3:53:28 PM

ORIGINAL**QWEST ISDN PRS, AND/OR DSS ADVANCED, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

This Qwest Corporation ICB Agreement ("Agreement") is between Educational School District #113 ("the District") and Qwest Corporation ("Qwest") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and the District will purchase Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service Advanced ("DSS Advanced") and/or Bulk Rated Uniform Access Solution Service ("UAS") (individually and collectively referred to as "Service").

Eligible Purchasers

The District and Qwest agree to allow Eligible Purchasers to contract for Service under the same terms and conditions and rates as outlined under this Agreement. "Eligible Purchasers" are defined as being in the State of Washington and are either a public school district, a not-for-profit private school, a public community college, a public technical college, a public baccalaureate college or university, a private not-for-profit college or university, or a tribal school. Qwest will apply and invoice charges to each Eligible Purchaser individually. During the Term of this Agreement, an Eligible Purchaser may sign a separate Participation Agreement to receive the same terms and conditions and rates as outlined under this Agreement. The Participation Agreement is attached hereto as Exhibit 2 to this Agreement. The District shall have no liability for the acts/omissions of Eligible Purchasers or for early termination of Eligible Purchasers. The District will not be responsible for payment obligations of the Eligible Purchasers. The Eligible Purchasers will be Qwest's customer of record for the Services provided under the Participation Agreement.

Filing Concurrence

Qwest may be required to submit this Agreement and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates in this Agreement are being offered on an individual case basis ("ICB"). The service specific rates require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If the District receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, the District will pay to Qwest any difference in the amounts listed in the applicable Tariff for the Service and the amounts the District was charged for the Service. When approved by the regulatory agencies, the District may add additional quantities of Service pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for the Service in all other jurisdictions.

Tariff

Any Qwest tariff, price list, price schedule, administrative guideline, and/or catalog (whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. Other than the ICB Terms in this Agreement the Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the ICB Terms; the Tariff; the other terms in this Agreement; and Qwest records.

1. Scope.

1.1 **ISDN PRS.** If the District purchases ISDN PRS, Qwest will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRS service configuration, and trunks as indicated on Exhibit 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 **ISDN PRS-UAS.** If the District purchases ISDN PRS, the District may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. ISDN PRS-UAS is digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.3 **DSS Advanced.** If the District purchases DSS Advanced, Qwest shall provide the District with the use of (a) a digital DS1 facility, as indicated on Exhibit 1; (b) common equipment to interconnect with Qwest's local exchange switching office; and (c) advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

1.4 **UAS.** If the District purchases UAS, Qwest will provide the District with digital service with single-number route indexing, which includes a DS1 facility with common equipment, as indicated on Exhibit 1, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.5 If the District is a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), the District represents and warrants that the Service will not be used to terminate or originate (a) Voice over Internet Protocol ("VoIP"), or (b) End Users calls with ISDN PRS. "End Users" means the District's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, the District agrees to notify Qwest and execute a new agreement.

2. Term.

2.1 This Agreement is effective on the date Qwest signs it ("Effective Date") and it expires sixty (60) months from July 1, 2006 ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

2.2 Should Qwest continue to provide the Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

3. Service Provided.

3.1 Qwest will provide and maintain Services for the District at the locations and in the quantities specified in Exhibit 1.

3.2 Qwest will notify the District of the date the Service is available for use. In the event the District informs Qwest that it is unable or unwilling to accept the Service at such time, the subject Service will be held available for the District for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, the District still has not accepted the Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If the District (c) cancels an order for Service prior to the date the Service is available for use, or (d) is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the cancellation charges set forth in the Tariff may apply.

4. Charges and Billing.

4.1 The District will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service in Exhibit 1. For Service locations within the competitive zone in the State of Washington, the District and Eligible Purchasers which enter a valid Participation Agreement will receive the following charges for Service ordered under a three (3) year term :

Service Description	USOC	5 Year Term	
		MRC	NRC
ISDN PRS Voice/Data	Z4D	\$475.00	\$0.00

4.2 Eligible Purchasers may only enter into a Participation Agreement to receive the terms and rates hereunder while the Agreement is in effect. Following expiration or termination of this Agreement, Eligible Purchasers requesting new service may no longer utilize the Participation Agreement and must enter a separate agreement with Qwest.

4.3 The MRC will not change during the Term of this Agreement. The District must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. The District must also pay Qwest any applicable Taxes assessed in connection with the District's Service. "Taxes" means federal, state and local taxes, surcharges, and other similar charges.

4.4 The charges for Service under this Agreement, including any and all discounts to which the District may be entitled, will be offered and charged to the District independently from and regardless of the District's purchase of any customer premises equipment or enhanced services from Qwest.

4.5 If Service is not available in the District's switch, interoffice mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches shall apply.

5. Minimum Volume Commitment. The rates for Service specified above are based upon the fulfillment of a "Minimum Volume Commitment" of twenty-five (25) circuits provided hereunder commencing with the seventh (7th) month of the Term (January 1, 2007) ("Ramp Period"). The Minimum Volume Commitment will be measured based on the District's and Eligible Purchasers' total, aggregated Services within Qwest local serving areas in the State of Washington as determined by Qwest records. In the event the aggregated Service lines fail to meet the Minimum Volume Commitment as measured upon expiration of the Ramp Period, a pricing adjustment ("Adjustment") will be applied to all circuits to reflect the standard MRC of \$600 for each ISDN PRS Voice/Data circuit provided hereunder.

6. Service Changes.

6.1 Moves. The District may move the physical location of all or part of Service to another location within a Qwest serving area, provided the following conditions are met; (a) Service moved to the new location is provided to the District by Qwest; (b) the District advises Qwest that Service at the new location replaces the existing Service; (c) the District's request for disconnection of the existing Service and installation of the Service at the new location are received by Qwest on the same date; (d) the District requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; (e) the District agrees to execute a

written amendment evidencing the move; and (f) the District agrees to pay all applicable rates and charges for the requested move and Service at the new location.

6.2 **Additions to Service.** Service may be added under the existing Term plan up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to the District, subject to the following conditions: (a) the District executes an appropriate amendment for such Service; (b) the necessary facilities are available as determined by Qwest to provide the Service; and (c) a new Minimum Service Period is established for each new addition to Service.

6.3 **Other orders for Service.** Service may be ordered during the 12 months prior to the expiration date of this Agreement, under the following circumstances: (a) the District and Qwest renegotiate and execute a new agreement that may include existing Service plus the additional Service; (b) Service is ordered pursuant to a new and separate agreement; or (c) Service is ordered under the month-to-month tariff rates then in effect.

7. Termination.

7.1 Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by the District, within five days of separate written notice from Qwest notifying the District of such default (unless a different notice period is specified in the Tariff); or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). The District will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service is terminated either by Qwest for Cause or by the District for any reason other than Cause, then the District will also be liable for a termination charge ("Termination Charge").

7.2 If termination is during the Minimum Service Period, the District will pay a Termination Charge of 100% of the MRC for terminated Service multiplied by the number of months (or fraction thereof) remaining in the Minimum Service Period, plus 50% of the MRC multiplied by the number of months remaining in the Term after the Minimum Service Period.

7.3 If termination is after the Minimum Service Period, the District will pay a Termination Charge of 50% of the MRC for terminated Service multiplied by the number of months (or fraction thereof) remaining in the Term.

7.4 A Termination Charge will be waived when all of the following conditions are met: (a) the District discontinues Service and signs a new service agreement(s) for any other Qwest provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) the District places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by Qwest; and (e) a new minimum service period goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

8. **Non-Appropriations.** The District intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period and/or funding year, the District agrees (a) to apply for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45, hereinafter "USF Discount(s)" and to include requests for appropriations in its budget sufficient to cover the District's obligations under this Agreement; (b) to use all reasonable and lawful means to secure these appropriations; (c) not to use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. The District reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that the District is denied USF Discounts, in whole or in part, and sufficient funds from an alternative source are not otherwise appropriated for the District to continue payments under this Agreement (as evidenced by documents provided by the District and agreed to by Qwest), the District may terminate this Agreement by giving Qwest not less than 30 days prior written notice. Upon termination, the District shall remit all amounts due and all costs reasonably incurred by Qwest through the date of termination as described in the "Termination" section of this Agreement.

9. **Out-Of-Service Credit.** If Qwest causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after Qwest receives notice of it, Qwest will give the District credit calculated by: (a) dividing the monthly rate for the affected Service by 30 days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

10. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY.

11. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY

CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. Notwithstanding the foregoing, the limitation of liability in this Section will not apply to: (a) a party's indemnification obligations; and (b) the District's payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, interest, and termination or cancellation charges.

12. Personal Injury, Death, and Property Damage. Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

13. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

14. Dispute Resolution.

14.1 Governing Law; Forum. This Agreement will be governed by the laws of the State of Washington, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

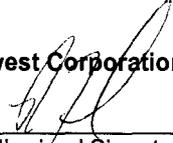
14.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

15. Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to the District at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

16. General. The District may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. The District may not assign to a reseller or a telecommunications carrier under any circumstances and the District represents that it will not resell the Service. This Agreement is intended solely for Qwest and the District and it will not benefit or be enforceable by any other person or entity, including without limitation, the District's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. This Agreement constitutes the entire agreement between the District and Qwest with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Qwest reserves the right at any time to reject any handwritten change to this Agreement.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Educational School District #113

Qwest Corporation


Authorized Signature

Authorized Signature

Dr. Bill Keim

Richard Fernandez

Name Typed or Printed

Name Typed or Printed

Superintendent ESD113

Offer Management - Director

Title

Title

May 10, 2006

May 12, 2006 5/22/06

Date

Date

Address for Notices:

601 McPhee Road SW, Olympia, WA 98502

**EXHIBIT 1
QWEST ISDN PRS, AND/OR DSS ADVANCED, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT
FOR THE STATE OF WASHINGTON**

**EDUCATIONAL SCHOOL DISTRICT #113
The District**

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS Voice/Data	Z4D \$475.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per Location
601 McPhee Road Olympia, WA	New	PRS Voice/Data (USOC: Z4D)	1	\$475.00
601 McPhee Road, Olympia, WA 98502	New	PRS Voice/Data	1	\$475.00
Total MRC:				950.00

Mileage-related Components and Charges (If applicable):

The District Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

EXHIBIT 2

**PARTICIPATION AGREEMENT
FOR THE
QWEST ISDN PRS, AND/OR DSS ADVANCED, AND/OR UAS INDIVIDUAL CASE BASIS ("ICB")
RATE PLAN AGREEMENT
BETWEEN
QWEST CORPORATION
AND
EDUCATIONAL SCHOOL DISTRICT #13**

[SEE ATTACHED. REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ATTACHMENT 1 to EXHIBIT 2
QWEST ISDN PRS, AND/OR DSS ADVANCED, AND/OR UAS
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT
FOR THE STATE OF WASHINGTON**

(ENTER CUSTOMER NAME)

Customer

Type of Service	USOC & MRC per line for 60 month Term	NRC
PRS Voice/Data	Z4D \$475.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per Location
		PRS Voice/Data		
Total MRC:				

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each
Total Mileage MRCs and NRCs:					

OM Contract Cover Sheet -- GES

⇒ To avoid processing delays, a completed **OM Contract Cover Sheet** must be included w/ 2 customer-signed original contracts, including all exhibits, when sent to Contract Management. Please be sure to check-off your Regional Sales Director for proper contract return. OM Director signature is required on all non-standard contracts.

*Sales Executive complete this information (**REQUIRED INFORMATION IS IN THE FIRST COLUMN**):

Customer Name	OMR # / OM Analyst	Contract #	Is this an Existing Customer? (Y/N)?	Customer Acct. #	Monthly \$ value of contract
Educational Service District 113	OMR# Q51762 Debbie Hardy	181652	Y	1114107	\$1,200.00
Sales Executive Information					
Name: Fran Clairmont Sales office code GESSEAT (must use ONE sales office code from list below) e-mail address: frances.clairmont@qwest.com		Sales Executive Address & Phone # 1600 7th Ave., 20th Floor, Seattle, WA 98191			
AC/ASR Information					
Name: Diana Johnson e-mail address: Diana.johnson@qwest.com		AC/ASR Address & Phone # 1600 7th Ave., 20th Floor, Seattle, WA 98191			

- Sales Executive – YOU MUST PROVIDE YOUR NAME, YOUR SALES OFFICE CODE AND YOUR EMAIL ADDRESS OR YOUR CONTRACT WILL BE REJECTED.** Choose the appropriate Sales Office Codes described on the list attached below.
- Sales Executive** check appropriate Regional Sales Director with an **X** from address list below in OM Group Task #1
- Sales Office Admin or Sales Executive** complete the overnight information & send to the Offer Management contact listed below. Before sending the contracts review for hand written changes & log the overnight tracking number (if there are hand written changes reject back to the Sales Executive – the Sales Executive will need to involve Offer Management to resolve.) Please note: you must send (2) two customer-signed original contracts, including all exhibits regardless of whether a signature is required on such exhibit.

Date overnight sent:	Overnight tracking number:
Name & phone number	Address
Kim Mortensen Financial/Business Analyst 303-308-5162	Qwest Communications Corp. 1801 California St., 33rd Floor Denver, CO 80202

- OM Group Task #1** send one counter-signed original to the Sales contact, listed above, who is within the checked Regional Sales Director's group below.

Date sent (and overnight tracking number if applicable – regular mail is fine in most cases) :		
Sales (X) Here	Regional Sales Director Name & phone number	Qwest Communications Address
	Marjorie Fredd – 612-664-4500	Qwest: 600 Stinson Blvd, Minneapolis, MN 55413
	Al Macaluso – 602.512.2500	Qwest: 20 E. Thomas Road, 23 rd Floor, Phoenix, AZ 85012
XX	Mike Stepan – 503.425.3366	Qwest: 421 SW Oak St, Room 710, Portland, OR 97204-1817
	Beau Hendrick – 512.651.7500	Qwest: 11921 N. Mopac Expy, Suite 100, Austin, TX 78759

-Resources for Promo Code Status: Upon review and acceptance of your completed coversheet and customer signed originals, OMCM requests Promo Codes from the Billing Promo Group (if applicable for GES).

As OM and OMCM do not create Promo Codes there are two resources you should check prior to calling OM or OMCM regarding the status of your Promo Codes.

1) The Billing Promo Code group (<mailto:billingpromocodes@qwest.com>) is responsible for creating Promo Codes once OMCM sends the executed contracts to them. Billing Promo Group maintains a spreadsheet on their shared drive that provides the status of promo codes.

Please note:

- The contract is not complete or valid unless the two customer-signed originals sent to OM include all pages of the contract and all exhibits (regardless of whether a particular exhibit requires a signature). No alterations can be made to the contract. No fax or photocopy signatures are allowed.
- Escalation is driven by the overnight package tracking number. If no overnight tracking number is documented by sales or if the overnight carrier does not confirm delivery to OM's address the responsibility to locate the contracts is Sales. If the overnight carrier shows that the package was delivered to OM's address it is OM's responsibility to locate the contracts.
- Web Hosting OM contracts include order forms that must be completed and submitted to Offer Management with the customer-signed contract.
- For signature authority guidelines, please see:
http://denntwsi014.qwest.net:1980/departments/compliance/Guidelines/Signature_Guidelines.htm

**AMENDMENT TO THE QWEST ISDN PRS, AND/OR DSS ADVANCED RATE PLAN AGREEMENT
FOR WASHINGTON SPECIAL PRICING**

THIS AMENDMENT NO. TWO ("Amendment") by and between **Qwest Corporation** ("Qwest") and **Educational School District #113** ("the District") hereby amends the Qwest ISDN PRS, and/or DSS Advanced Agreement for Washington Competitive Zones retained under Content ID 173390 & 181652 between the District and Qwest, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

1. Modifications. Qwest and the District wish to amend the Agreement as shown below.

1.1 Section 2 of the Agreement, titled Term, is amended to restart the Term for sixty (60) months. The new Term begins as of the Amendment Effective Date and it expires in sixty (60) months.

1.2 Section 4.1 of the Agreement, titled Charges and Billing, is amended to include the following: For Service locations within the competitive zone in the State of Washington, the District and Eligible Purchasers which enter a valid Participation Agreement will receive the following charges for Service ordered under three (3) year and five (5) terms:

Service Description	Quantity per Customer per Site	USOC & MRC per line for 36 month Term	USOC & MRC per line for 60 month Term	NRC
ISDN PRS Voice, Data	1-10	Z4D \$495.00	Z4D \$475.00	\$0.00
ISDN PRS Voice, Data	11-20	Z4D \$470.00	Z4D \$425.00	\$0.00
ISDN PRS Voice, Data	21 +	Z4D \$435.00	Z4D \$400.00	\$0.00

1.3 Section 4.1 of the Agreement, titled Charges and Billing, is amended to include the following: For Service locations within the competitive zone in the State of Washington, the District and Eligible Purchasers which enter a valid Participation Agreement will receive the following charges for Service ordered under three (3) year and five (5) terms:

Service Description	USOC & MRC per number for 36 month Term	USOC & MRC per number for 60 month Term	NRC per number
DID numbers	NHN \$0.12	NHN \$0.12	\$1.00

1.3.1 NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by the District for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, the District shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

2. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the District's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of the Agreement will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

Educational School District #113

Don Laurance
Signature

Don Laurance
Name Typed or Printed

Director of Network Services
Title

5/14/2008
Date

Qwest Corporation

Susan Baker
Signature

Susan Baker
Name Typed or Printed

Offer Management - Staff Analyst
Title

5/14/08
Date

Field Code Changed
Deleted:
Deleted:
Field Code Changed

**DELEGATION OF AUTHORITY PURSUANT TO
QWEST COMPLIANCE POLICY 107**

I, Richard Fernandez, Director of Offer Management, hereby delegate to Susan Baker, my authority pursuant to Qwest Policy 107 insofar as it is required to approve transactions and execute documents, up to and including the authority levels granted to me under Qwest Policy 107.

Limitations of delegations of authority:

- Authority may be delegated only to management employees holding a title no more than one level below the delegator's title (except where the delegatee reports directly to the delegator, e.g., an SVP may delegate to a direct report Senior Director).
- This delegation is effective immediately.
- This delegation expires upon the earlier to occur of (a) December 31st of the calendar year in which it becomes effective; or (b) Upon the date when the delegator leaves his or her position; or (c) when revoked by the delegator.

Delegatee is to retain a copy of this document for their records.

For reference purposes, see <http://compliance.uswc.uswest.com/Policies/107.html>.



By: Richard Fernandez
Director, Offer Management

Date: 1/2/08

QC IR Customized Service Arrangements:

Regulatory Cover Sheet

Customer Name: Educational School District #113

Original Addendum/Content ID# (if applicable) _____

Date of Last Signature: 5/14/08

Primary Contact/OM Analyst: Kim Mortensen/Debbie Hardy

Contract Effective Date: 5/14/08

Transactional Atty/CD&S Contact: _____

OMR/ iLink /Contract #: Q51762/248204

Original Contract/Content ID# (if applicable) 173390
WICL # _____ (see IR Cheat Sheet)

Products/Product Manager(s): ISDN PRS

STATE: Check the box(es) below for the State(s) included in this contract:

AZ CO SD NID IA MN MT MAL ND NE NM OR SD
 UT WA WY FCC
 All except Malheur

High Level Summary:

(WARNING: RATES IN SOME STATES CANNOT BE IMPLEMENTED UNTIL COMMISSION APPROVAL HAS BEEN GRANTED)

Service(s) Included in this contract/MSA	ISDN Primary Rate Service
Rates/ Charges – (If tariffed rates/discounts are given, no further pricing information is needed for the cover sheet. Please indicate where ICB rates are found (exhibit or page number). If multiple elements are not shown in the contract (i.e., mileage), please include in this cover sheet or attach additional detail).	ICB Rates - approved by POM
Terms & Conditions changes – (What language was changed? Indicate if entire clause and cite paragraph number(s).)	
USOCs - (Include here if USOC(s) are not shown in the contract or attach additional detail).	36-month term rates for ISDN PRS: Z4D = \$495.00 for quantities 1-10 Z4D = \$470.00 for quantities 11-20 Z4D = \$435.00 for quantities 21+ 60-month term rates for ISDN PRS: Z4D = \$475.00 for quantities 1-10 Z4D = \$425.00 for quantities 11-20 Z4D = \$400.00 for quantities 21+ 36-month and 60-month term rates for DID Numbers: NHN = \$0.12
List Other Competitive Providers Bidding on Service (Required information for NM).	
Additional Comments	

FEDERAL: (WARNING: CHANGES TO TARIFFED RATES OR TERMS AND CONDITIONS ARE ONLY ALLOWED UNDER PRICE-FLEX AND MUST BE FILED WITH THE FCC AND ALLOWED TO GO INTO EFFECT BEFORE CHANGES CAN BE IMPLEMENTED)

Service (s)

Version 4.0

Confidential and Proprietary. Not to be distributed or reproduced.

Puyallup SD PRI 5 year

(WA 55051)

07/01/2007

6/30/2011

PARTICIPATION AGREEMENT

FOR QWEST ISDN PRS, AND/OR DSS ADVANCED, AND/OR UAS INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT WITH EDUCATIONAL SCHOOL DISTRICT #113

This Qwest Corporation ICB Participation Agreement ("Agreement") is between Puyallup School District ("Customer") and Qwest Corporation ("Qwest") and is effective on the date Qwest signs it ("Effective Date"). Qwest will provide, and Customer will purchase Qwest Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS") and/or Bulk Rated Digital Switched Service Advanced ("DSS Advanced") and/or Bulk Rated Uniform Access Solution Service ("UAS") (individually and collectively referred to as "Service") under the same terms and conditions of the Qwest ISDN PRS, and/or DSS Advanced, and/or UAS Individual Case Basis ("ICB") Rate Plan Agreement, OMR: 1112166, between Educational School District #113 and Qwest on or about May 22, 2006 (hereafter the "Underlying Agreement").

Eligible Purchaser

Customer is executing this Participation Agreement for the purpose of purchasing Service from Qwest under the same terms and conditions provided in the Underlying Agreement. Customer represents and warrants that it is located in the State of Washington and is either a public school district, a not-for-profit private school, a public community college, a public technical college, a public baccalaureate college or university, a private not-for-profit college or university, or a tribal school, as such, it is qualified to purchase Service hereunder ("Eligible Purchaser"). Customer may only enter into this Agreement while the Underlying Agreement is in effect. Customer will be solely responsible for any and all use of Services under this Participation Agreement, including but not limited to responsibility for payment obligations. Customer will be Qwest's customer of record for the Services provided under this Participation Agreement and the Underlying Agreement and understands that Educational School Customer #113 shall have no liability for any acts/omissions of either Customer or Qwest pursuant to this Participation Agreement and shall have no liability to Customer in the event of early termination of the Underlying Agreement.

Tariff

Qwest was required to submit the Underlying Agreement and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates in this Agreement are being offered on an individual case basis ("ICB"). The service specific rates require filing with or approval by regulatory agencies ("ICB Terms"). Any Qwest tariff, price list, price schedule, administrative guideline, and/or catalog (whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. Other than the ICB Terms in this Agreement the Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the ICB Terms; the Tariff; the other terms in this Agreement; and Qwest records.

1. Scope.

1.1 **ISDN PRS.** If Customer purchases ISDN PRS, Qwest will provide digital IntraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS components include a DS1 facility, an ISDN PRS service configuration, and trunks as indicated on Attachment 1, which is incorporated herein by this reference. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

1.2 **ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. ISDN PRS-UAS is digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1-facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.3 **DSS Advanced.** If Customer purchases DSS Advanced, Qwest shall provide Customer with the use of (a) a digital DS1 facility, as indicated on Attachment 1; (b) common equipment to interconnect with Qwest's local exchange switching office; and (c) advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

1.4 **UAS.** If Customer purchases UAS, Qwest will provide Customer with digital service with single-number route indexing, which includes a DS1 facility with common equipment, as indicated on Attachment 1, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

1.5 If Customer is a provider of "information service," as that term is defined in 47 U.S.C. §153 (20), Customer represents and warrants that the Service will not be used to terminate or originate (a) Voice over Internet Protocol ("VoIP"), or (b) End Users calls with ISDN PRS. "End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. If at any time during the Term of this Agreement this representation and warranty is no longer accurate, Customer agrees to notify Qwest and execute a new agreement.

2. Term.

2.1 This Agreement will expire sixty (60) months from the date the Service is available to Customer under this Agreement, as evidenced by Qwest records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

2.2 Should Qwest continue to provide the Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

2.3 Eligible Purchasers may only enter into this Agreement to receive the terms and rates hereunder while the Underlying Agreement is in effect.

3. Service Provided.

3.1 Qwest will provide and maintain the Service at the locations and in the quantities specified in Attachment 1.

3.2 Qwest will notify Customer of the date the Service is available for use. In the event Customer informs Qwest that it is unable or unwilling to accept the Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted the Service, Qwest may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer (c) cancels an order for Service prior to the date the Service is available for use, or (d) is unable to accept the Service during the Grace Period and Qwest cancels the Service at the end of the Grace Period, the cancellation charges set forth in the Tariff may apply.

4. Charges and Billing.

4.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Underlying Agreement and set forth in Attachment 1. The MRC will not change during the Term of this Agreement. Customer must pay Qwest all charges by the payment due date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of the rate of 1½% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Service. "Taxes" means federal, state and local taxes, surcharges, and other similar charges. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

4.2 The charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.3 If Service is not available in Customer's switch, interoffice mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches shall apply.

5. **Minimum Volume Commitment.** The rates for Service specified herein are based upon the fulfillment by January 1, 2007 of a "Minimum Volume Commitment" of twenty-five (25) circuits aggregated under the Underlying Agreement. The Minimum Volume Commitment will be measured based on the Educational School District #113 and all Eligible Purchasers' total, aggregated Services within Qwest local serving areas in the State of Washington as determined by Qwest records. In the event the aggregated Service lines fail to meet the Minimum Volume Commitment in the Underlying Agreement, Customer understands and acknowledges that a pricing adjustment ("Adjustment") will be made to all circuits provided to Eligible Purchasers to reflect the standard MRC of \$600 for each ISDN PRS Voice/Data circuit ordered hereunder.

6. Service Changes.

6.1 **Moves.** Customer may move the physical location of all or part of Service to another location within a Qwest serving area, provided the following conditions are met; (a) Service moved to the new location is provided to Customer by Qwest; (b) Customer advises Qwest that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by Qwest on the same date; (d) Customer requests that Qwest install the Service at the new location on or prior to the disconnection date of the existing Service; (e) Customer agrees to execute a written amendment evidencing the move; and (f) Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.

6.2 **Additions to Service.** Service may be added up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. Qwest will supply such additions to Customer, subject to the following conditions: (a) Customer executes an appropriate amendment for such Service; (b) the necessary facilities are available as determined by Qwest to provide the Service; and (c) a new Minimum Service Period is established for each new addition to Service.

6.3 **Other orders for Service.** Service may be ordered during the 12 months prior to the expiration date of this Agreement, under the following circumstances: (a) Customer and Qwest renegotiate and execute a new agreement that may include existing Service plus the additional Service; (b) Service is ordered pursuant to a new and separate agreement; or (c) Service is ordered under the month-to-month tariff rates then in effect.

7. Termination.

7.1 Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a

business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

14. Dispute Resolution.

14.1 Governing Law, Forum. This Agreement will be governed by the laws of the State of Washington, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a United States Customer Court, or absent federal court jurisdiction, in a state court of competent jurisdiction. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

14.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

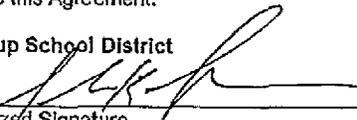
15. Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

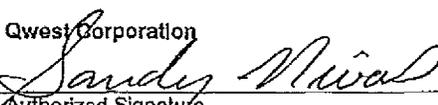
16. General. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell the Service. This Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, Customer's members, end users, customers, or any other third parties who utilize or access the Service or the Qwest network via the Service provided hereunder. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. This Agreement constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Tariff or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Qwest reserves the right at any time to reject any handwritten change to this Agreement.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

Puyallup School District

Qwest Corporation


Authorized Signature


Authorized Signature

Shaun Taylor
Name Typed or Printed

SANDY NIVAS
Name Typed or Printed

Executive Director of Business Services
Title

SALES MANAGER
Title

2/1/07
Date

2-2-07
Date

Address for Notices:

Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC

950 West 92 Highway
Suite 203
Kearney, Missouri 64060

and

Puyallup School District No. 3

1501 39th AVE SW
Puyallup, WA 98373

Dated February 11, 2009

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Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into this 11th day of February, 2009, between Puyallup School District No. 3 (the "District") and Unite Private Networks, LLC ("UPN").

Recitals

A. UPN is in the business of leasing Wide Area Network facilities ("WAN Facilities") and providing telecommunications and Internet access services ("WAN Services") to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Facilities and WAN Services to the District.

C. The District has received all approvals required by it to enter into this Agreement, under which UPN will lease WAN Facilities and provide WAN Services to the District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and UPN agree as follows:

1. WAN Facilities and WAN Services. UPN agrees to lease the WAN Facilities to the District, and to provide the WAN Services to the District, in accordance with the terms of this Agreement. The WAN Facilities and WAN Services are more fully described in Schedule A attached hereto. For clarity, the WAN Facilities are owned by UPN, the WAN Facilities will continue to be owned by UPN following the expiration or termination of this Agreement, and the District has no option or other right to purchase or otherwise acquire the WAN Facilities from UPN. Furthermore, nothing in this Agreement limits UPN's right to use the WAN Facilities for other customers

2. Term. This Agreement will have a term of ten (10) years, commencing with the date on which UPN first provides the WAN Services hereunder, to be confirmed by UPN by written correspondence, unless earlier terminated in accordance with Section 10 below.

3. E-Rate Program. If requested by the District, UPN will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities and the WAN Services. However, notwithstanding the foregoing, the participation of the District in the E-Rate Program is not a condition to either party's obligations under this Agreement.

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4. Change Orders. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by UPN to the District, will be set forth in a change order or other document signed by both the District and UPN.

5. Delivery and Installation. UPN will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the District agrees to provide UPN with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by UPN, provided that such access must be scheduled with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any installation work at any District facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, UPN may substitute materials or components of equivalent or superior functionality and performance.

(c) Site Preparation. Prior to the installation of WAN Facilities, the District will clean and otherwise prepare all installation sites, and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. UPN will remove from installation sites all debris resulting from the installation of WAN Facilities, including as appropriate by moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.

(e) Landscaping. UPN will restore all landscaping disturbed the UPN's installation, maintenance, or removal activities. The District will be responsible for landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, UPN may install, configure, and maintain such facilities and components, subject to UPN's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by UPN, the

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District will reimburse UPN for any corresponding extra costs incurred by UPN to address those requirements, needs, or characteristics.

(h) Planning. Appropriate representatives of UPN and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(i) Deviations. If, prior to or during the installation process, UPN, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that UPN reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

(j) Timeline. UPN and the District agree to the installation and configuration timeline set forth in Schedule B attached hereto. The District agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the District or otherwise resulting from circumstances beyond UPN's control.

(k) Maintenance. UPN is responsible for maintaining the WAN Facilities. The District agrees to provide UPN with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by UPN, provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any maintenance work at any District facility.

(l) Manuals. Where relevant, UPN will furnish to the District with applicable manuals and instruction documentation provided by manufacturers and vendors.

6. Fees and Payment. The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto, and otherwise in accordance with Schedule C and this Section 6.

(a) Partial Fees. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than 45 days following the payment date specified on Schedule C, or if Schedule C does not specify a payment date, then no later than 45 days following the receipt by the District of an invoice from UPN. Late payments will incur a late payment charge of (i) 1.5% for

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every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed, or UPN provides any additional services to the District, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Sales and Use Taxes. The District represents and warrants that it is exempt from sales and use taxes. Therefore, UPN will not include any amounts in respect of such taxes in any fees charged to the District. Upon request by UPN, the District will supply UPN with an official letter confirming the District's exemption from sales and use taxes.

7. District Agreements and Acknowledgements. The District agrees as follows:

(a) Adequacy of WAN Services. The District acknowledges that the WAN Facilities and the WAN Services meet the District's requirements.

(b) Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

(c) Compliance with Law. The District represents and warrants that it will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law.

(d) District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

(e) Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities.

(f) Authority; Non-Violation. The District represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by the District, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

(g) Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under

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the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name UPN as an additional insured, (ii) to be endorsed to require at least 30 days notice to UPN prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against UPN. Upon request by UPN, the District agrees to provide proof of insurance meeting the requirements of this Section 7(g). If District is self insured both parties agree that a "Evidence of Coverage Letter" will be sufficient to satisfy the requirements of this paragraph.

8. UPN Warranties and Disclaimers. Subject in all cases to Section 16(i) below, UPN agrees as follows:

(a) Compliance with Law. UPN represents and warrants that it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services.

(b) Authority; Non-Violation. UPN represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by UPN, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of UPN or any agreement or instrument to which UPN is a party or by which UPN is bound.

(c) Non-Wan Facilities and Services. UPN makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, UPN agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee.

(d) WAN Facility Testing. UPN will verify in writing that all WAN Facilities are in good working order at the time of initial installation.

(e) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, UPN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without UPN's prior written consent. Unless agreed to in writing by UPN, UPN has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the District. If UPN provides any maintenance or other services in respect of any such alterations or attachments, UPN will provide such services subject to its standard charges, terms, and conditions. UPN is not responsible for any malfunction, non-performance, or performance degradation of the WAN Facilities, or any inability of UPN to satisfy its obligations under this Agreement, caused by, or

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resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District. The District is solely responsible for, and agrees to indemnify UPN against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

10. Termination. Either party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By UPN. As it relates to termination by UPN, "for cause" means (i) the District's failure or refusal to make any payment due to UPN hereunder within 10 days after the District receives written notice from UPN of such failure or refusal, (ii) the District's continuing failure or refusal to perform any other material obligation under this Agreement, subject to a reasonable cure period, or (iii) willful misconduct, embezzlement, or other illegal or unethical acts by the District.

(b) By the District. As it relates to termination by the District, "for cause" means (i) UPN's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period, or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by UPN.

For clarity, upon the termination of this Agreement for cause by UPN, UPN will be entitled to recover as damages all fees that would have been payable to UPN under this Agreement for its full term (i.e., assuming this Agreement had not been terminated early).

11. Effect of Termination or Expiration Upon the termination or expiration of this Agreement, UPN will have the right to remove any WAN Facilities located at facilities under the District's control, and the parties agree to cooperate in effecting any such removal by UPN, as UPN may reasonably direct.

12. Confidential Information. Each party acknowledges (a) that it will have access to confidential information of the other party, (b) that such information constitutes valuable, special, and unique property of the other party, and (c) that no right or license is granted to such party with respect to such information, except as specifically set forth in this Agreement. Each party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each party agrees that it will not copy the confidential information of the other party other than on an "as

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in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

16. Miscellaneous.

(a) Waivers. Any failure or delay by either party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either party of any right or remedy under this Agreement must be in writing and signed by the party waiving the right or remedy.

(b) Governing Law. The laws of the state of Missouri govern this Agreement, without regard to conflicts of law principles.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both parties.

(e) Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, UPN may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of UPN's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. Each party hereby waives all claims against the other party for any punitive, consequential, or other indirect damages or liabilities resulting from a breach of this Agreement, including damages from lost or damaged data. Furthermore, notwithstanding any provision to the contrary herein, UPN will not be liable

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to the District for any damages under this Agreement, in any one instance or in all instances collectively, for amounts in excess of the fees actually paid to UPN by the District under this Agreement.

(j) Construction. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

(k) Delivery by Facsimile Transmission. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

(l) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction (i) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest permissible extent and (ii) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

(m) Waiver of Jury Trial. Each party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. No legal action, regardless of its form, relating to or arising under this Agreement may be brought by either party more than five years after the cause of action first accrued.

(o) Dispute Resolution. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.

(p) Board Approval Contingency. Both parties agree this Agreement does not become binding upon either party unless and until a resolution is approved by the Board of Education of the District authorizing the execution of this agreement which shall occur no later than April 27, 2009.

(q) E-rate Contingency. Both parties agree that this Agreement does not become binding upon either party unless and until a Funding Commitment Decision Letter ("FCDL") for this project is received from the Schools and Libraries Division of the Universal Services Administration Company (E-Rate) for the Services listed in Schedule A. The District shall notify UPN in writing upon receipt of the FCDL. This Agreement shall then become binding upon both parties. The District may elect to waive this contingency by providing written notice to UPN of such request.

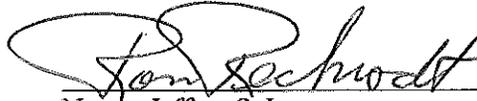
[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the dates set forth below.

Unite Private Networks, LLC



Name: Jeffrey S. Ingram

Title: Executive Vice President

Date: 11 FEB 09

Puyallup School District No. 3



Name: Jay A. McSweeney

Title: Director of Information Technology

Date: 2-11-2009

Schedule A -- WAN Facilities and WAN Services

WAN Facilities:

As listed and described in District's Request for Proposal and UPN's submitted response, a copy of which is hereby attached as Attachment A. UPN agrees to provide Cisco Systems, Inc. electronic equipment to serve the District.

WAN Services:

Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations:

Elementary/Secondary	Address	City	State	Zip
Information Technology Center	1501 35 th Ave. S.W.	Puyallup	WA	98373
District Offices				
Business Office	109 E. Pioneer	Puyallup	WA	98371
Facilities & Transportation Dept	323 12 th St NW	Puyallup	WA	98371
Special Services & Programs	214 W. Main	Puyallup	WA	98371
Elementary Schools				
Brouillet Elementary	17207 - 94 th Ave. E	Puyallup	WA	98375
Carson Elementary	8615 - 184 th St. E	Puyallup	WA	98375
Edgerton Elementary	16528 - 127 th Ave. Ct E	Puyallup	WA	98374
Elmgrove Elementary	13918 Meridian S.	Puyallup	WA	98373
Fruitland Elementary	1515 Fruitland Ave.	Puyallup	WA	98371
Hilltop Elementary ¹	2110 - 110 th Ave. E	Edgewood	WA	98372
Hunt Elementary	12801 - 144 th St. E	Puyallup	WA	98374
Karshner Elementary	1328 - 8 th Ave. NW	Puyallup	WA	98371
Maplewood Elementary	1110 W. Pioneer	Puyallup	WA	98371
Meeker Elementary	409 - 5 th St. SW	Puyallup	WA	98371
Mt. View Elementary	3411 - 119 th Ave. E	Edgewood	WA	98372
Northwood Elementary	9805 - 24 th St. E	Edgewood	WA	98371
Pope Elementary	15102 - 122 nd Ave. E	Puyallup	WA	98374
Quest Elementary	428 - 11 th St. SW	Puyallup	WA	98371
Ridgecrest Elementary	12616 Shaw Rd. E	Puyallup	WA	98374
Shaw Road Elementary	1106 Shaw Rd.	Puyallup	WA	98372
Spinning Elementary	1306 E. Pioneer	Puyallup	WA	98372
Stewart Elementary	426 4 th Ave. NE	Puyallup	WA	98372
Sunrise Elementary	2323 - 39 th Ave. SE	Puyallup	WA	98374
Waller Road Elementary	6312 Waller Rd.	Tacoma	WA	98443
Wildwood Elementary	1601 - 26 th Ave. SE	Puyallup	WA	98374
Woodland Elementary	7707 - 112 th St. E	Puyallup	WA	98373
Zelger Elementary	13008 - 94 th Ave. E	Puyallup	WA	98373
Junior High Schools				
Aylen Junior High	101-15 th St. SW	Puyallup	WA	98371
Ballou Junior High	9916 - 136 th St. E	Puyallup	WA	98373

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Edgemont Junior High	2300 – 110 th Ave. E	Edgewood	WA	98372
Ferrucci Junior High	3213 Wildwood Pk. Dr.	Puyallup	WA	98374
Glacier View Junior High ²	12807 – 184 th St. E	Puyallup	WA	98374
Kalles Junior High	515 – 3 rd St. SE	Puyallup	WA	98372
Stahl Junior High	9610 – 168 th St. E	Puyallup	WA	98373
High Schools				
Emerald Ridge High School	12405 – 184 th St. E	Puyallup	WA	98374
Puyallup High School	105 - 7 th St. SW	Puyallup	WA	98371
Rogers High School	12801 – 86 th Ave. E	Puyallup	WA	98373
Walker High School	5715 Milwaukee Ave. E	Puyallup	WA	98372

Schedule B -- Installation Timeline

Anticipated delivery of service shall occur approximately 360 days from District's receipt of a successful Funding Commitment Decision Letter.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees

\$6,451,013 payable upon delivery of service

Annual Recurring Fees

Annual recurring lease payments beginning on delivery of service and subsequent anniversary dates

\$280,500 for a term of 10 years

Total consideration is \$9,256,013

Other Fees

Any applicable federal, state, or local use, excise, sales or privilege taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless exempt per Section 6 (d) of this Agreement.

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Attachment A

Puyallup School District No. 3 RFP#
UPN Response to Puyallup School District No. 3 RFP#



950 W 92 Hwy, Ste 203
Kearney, MO 64060
Ph: 816.-260-2464
Fax: 816-903-9401
E-mail: ron.reckrodt@upnllc.com

Ron Reckrodt
President

February 3, 2009

Mr. Jay A. McSweeney
Director of Information Technology
Puyallup School District No.3
1501 39th Avenue Southwest
Puyallup, Washington 98375

Dear Mr. McSweeney:

We at Unite Private Networks, LLC (“UPN”) are extremely happy to have this opportunity to bid on the Puyallup School District #3 MAN. We believe our proposal will be unmatched in both functionality and value for the PSD #3. UPN management is familiar with the specifics of this project. UPN is offering a base case which consists of two dedicated fiber GigE links from each facility back to a single hub site located at the IT Center. UPN is offering a compelling option to “ring” the network both for the dedicated links back to the hub sites (additional hub site for this option) and for the hub-to-hub connectivity that will be facilitated via two 10 Gigabit links which each route indifferent directions around the diverse ring. In addition, UPN is offering dark fiber both on the ring and on each lateral for no additional charge should the “ring” option be chosen.

Taken as a whole, the base case, with the add on ring option including the dark fiber will give PSD #3 nearly all the benefits of ownership at a fraction of the cost with none of the headaches normally associated with owning and operating such a large facility. Additionally, since UPN is willing to front load a contract and therefore reduce ongoing payments there are definite fiscal benefits possible especially when one considers that the fifteen year term agreement with two 5 year renewal options can fix annual payments well into the future. This scenario gives PSD #3 the added benefit of not having to worry about future applications’ feasibility due to bandwidth constraints. IT initiative planning horizons can be virtually guaranteed without the concern of changing MAN vendors (and MAN characteristics) every three or five years and wondering if “it” will still work.

Finally, I invite you to contact any of our school district customers. You may not have previously heard about UPN and that is not surprising. We rely heavily on word of mouth advertising since we believe it is the best kind. “Flash in the pan” adds are limited in effectiveness and really don’t give a full picture of what a potential MAN partner is all about. Also, please listen to the DVD that will arrive under separate mailing from UPN. This DVD has real testimonials about UPN’s partnership approach and if you like you can contact the participants on the DVD directly to ask more questions.

Regardless of your choice of vendor we at UPN wish PSD #3 the best of luck. We know your students and staff will benefit immensely from the deployment and activation of a fiber optic MAN.

Sincerely;

Ron Reckrodt

UPN Responses are shown in bold blue and underlined.

REQUEST FOR PROPOSAL FOR

**High Bandwidth Intra-District
Metropolitan Area Network (MAN)**

Puyallup School District No. 3

Tony Apostle, Ed. D., Superintendent

Jay A. McSweeney, Director of Information Technology

Puyallup School District No. 3, 1501 39th Ave SW
Puyallup, Washington 98373

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SECTION I

PROPOSAL

PRELIMINARIES

10 Objective:

PUYALLUP SCHOOL DISTRICT No. 3 (hereinafter referred to as “the District”) wishes to establish a data network to better provide information resources to the offices and classrooms within the district

The Puyallup School District has developed a plan to accomplish the goals of a district-wide high speed metropolitan area network (MAN). The plan includes providing single mode fiber optic cable connectivity to each of the district facilities listed in Exhibit A, with the IT Center being the central point. All facilities will be considered to have equal priority/weight when designing fiber connectivity for a non-diverse network. The Request for Proposal outlines the district plan and provides guidelines for potential Vendors by which to provide their solution and cost schedule.

At this time the objective of this RFP is to accomplish a fair, open, and competitive procurement process in accordance with RCW 39.04.270. The District intends to lease or purchase MAN services consisting of a dedicated fiber optic backbone throughout the District. The District requests proposals for the installation and operation of a dedicated leased or purchased MAN service as described in the attached specifications for interested persons (hereinafter known as “the Vendor”). Prices quoted shall be all-inclusive and represent complete installation and operation at the sites listed in the attached specifications. The Vendors shall be responsible for all equipment, software, parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the fiber optic MAN system detailed herein. Responding proposers may submit questions in writing addressed to the IT Center or via email to FiberRFP@puyallup.k12.wa.us and must be received in time to be able to provide answers that will allow final proposal submittal no later than 2/5/09 at 4 PM PST.

Unite Private Networks, LLC (“UPN”) is providing a response to this RFP and amendments that represents the long term lease of a fiber optic MAN. The proposed MAN (and variations) has many features that will enhance both the academic and administrative functions of the District.

Robust – this network will have capacity to handle virtually any application.

Scalability – in addition to significant bandwidth provided at the onset, UPN will also be provisioning for multiple dark fibers that could be used later to add capacity for the district.

Reliability – UPN systems are some of the most reliable in the country with many school district customers realizing 100.00% availability year after year.

The proposed MAN is robust, has significant scalability and reliability and can be operated as a completely autonomous function or depending on configuration simply as a virtual extension of the District’s LAN.

1.1 Selection Process Calendar

The following calendar will be used to select a networking services partner for "District" for high bandwidth intra-district network facility and associated support and maintenance for the period as defined in the RFP and awarded contract:

RFP Release	January 7, 2009
Responses received	February 5, 2009 by 4:00PM PST
Opening of Proposals	February 5, 2009 at 4:00PM PST
Evaluation of Responses	February 6-12
Contract Award	To Be Determined (TBD; Milestone A)
Installation Starts	Milestone A + 120 Days (Milestone B)
Installation Complete	Milestone B + 18-24 Months (Milestone C)
End to End Testing	TBD
Review of Testing	TBD
Final Punch List	TBD
Acceptance by the District	TBD

12 Period Of Contract

PUYALLUP SCHOOL DISTRICT No. 3 ("District") hereby invites you to submit a sealed proposal to provide a high bandwidth intra-district metropolitan area network (MAN) at speeds up to and exceeding 1Gbps and associated support and maintenance for the delivery of high speed access to the district's network enabled applications and to the Internet. The "District" is seeking a networking facility and services partner for the period of approximately September 2009 through August of 2019 (10 year contract).

UPN is providing several options varying in length from 5 years to a 15 year term with two 5 year options at the sole discretion of the District. Further, UPN is meeting and exceeding the District's needs by providing a response that envisions a fiber optic MAN with 2.0Gbps dedicated ties to each facility and a 20.0Gbps backbone between hub sites.

Sealed proposals will be accepted by:

Puyallup School District No. 3, Information Technology (IT) Center
1501 39th Ave SW, Puyallup, WA 98373 *until*

**~ 4:00 PM PST, Thursday, February 5, 2009 ~
with opening immediately following in the IT Center Status Room**

All proposals shall be clearly identified on the outside of the packaging as "2009 High Bandwidth Intra-District MAN RFP Response". Please submit your original proposal marked "ORIGINAL", along with three photocopies of the same. Facsimile transmissions will not be accepted.

PUYALLUP SCHOOL DISTRICT No. 3 reserves the right to reject any and all proposals and to waive any informality in proposals received. Although these specifications are intended to be complete, some question

1/8/2009

PROPOSALS, TO RECEIVE CONSIDERATION, MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS, AND SUCH PROPOSALS, AND ANY CONTRACT RESULTING THEREFROM, SHALL BE SUBJECT TO ALL THE INSTRUCTIONS, TERMS AND CONDITIONS HEREOF:

13 Purpose And Intent

The Puyallup School District requests proposals for a networking facility and services partner(s) who will deliver network solutions to the District's school buildings and sites listed in Exhibit A. This partnership will be for a period of ten years (see detailed proposal). Quotes must state all recurring and non-recurring costs to the "District" of any/all proposed network solutions. Any unforeseen or additional expense incurred by the selected partner during the build process is the sole responsibility of the selected partner and may not be passed on in any form to the "District". Work other than that specifically defined within this RFP may, at the District's sole discretion, be awarded to the selected partner in the future as a result of operational needs and agreed upon solutions between the District and the selected partner(s). Under the constraints of time, budget or other factors, the District may elect to award contract(s) to implement any subset of the sites identified here-in or, at its option, may not award any contract pursuant to this RFP. Additionally, the District may elect to award any combination of contract(s) to multiple vendors on an individual site basis.

UPN has over 10 years of experience providing fiber optic MAN services to customers (primarily school districts) in 8 states. Because of this breadth of experience UPN can provide several fixed rate, turn key solutions that DO NOT call for the District to take unknown financial risk via not-to-exceed types of pricing mechanisms. UPN cautions the District against accepting these types of terms since any vendor providing not-to-exceed pricing is likely inexperienced in providing the type and scope of MAN services contemplated by this RFP and simply seeks to pass on risk to the District. Not-to-exceed pricing is indicative of a vendor that is inexperienced in providing the service and this inexperience can manifest itself in the form of unplanned cost overruns that the vendor could try to pass on to the District. Project delays are also a strong possibility for an organization with limited experience and resources related to fiber optic MAN construction. A project as large as the one contemplated in this RFP only increases the chances for unknown changes. UPN ALWAYS provides fixed cost pricing for the services requested. Changes after the fact such as road moves, route changes, permitting issues and pole attachments are some of the items that will commonly be responsible for changing the scope of a project but with UPN as the partner and vendor, the District can rest assured of successful project completion.

SECTION II

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (RFP)

2.0 Response Submissions

2.1 Response to this RFP must be submitted in writing in sealed packages prior to 4:00 PM PST, February 5, 2009. The outside of the envelope shall plainly identify the title of the RFP Response: **"2009 High Bandwidth Intra-District MAN RFP Response"** All the responses shall be clearly and distinctly typed or written in ink adjacent thereto and initialed in ink by the party signing the response or an authorized representative. It shall be the vendor's responsibility to ensure that the response is delivered to the office of the IT Center by the time and date set for response closing, and the District will not be responsible for responses delivered to any location other than the office of the IT Center. Once again, the deadline for responses is Thursday, February 5, 2009 at 4:00 PM PST, with opening immediately following in the IT Center Status Room.

2.2 The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract

2.3 It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The District shall reject all late arrivals and will return them to the vendor unopened. The Vendors must submit four copies (Includes one original) of the response.

2.4 Subcontractors

Should the Vendors use subcontractors for portions of the work, the District reserves the right to reject any subcontractor without explanation or recourse by the Vendor or subcontractor.

2.5 Interpretation and Additional Information

2.5.1 Interpretations, Corrections, and/or Changes

Any interpretation, correction, or change of the RFP will be made by **ADDENDUM**. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Vendors shall not rely upon such interpretations, corrections, or changes. Changes or corrections will be issued by the District. Addenda will be issued as expeditiously as possible (if necessary by FAX or email, followed up by original documents). It is the responsibility of the Vendors to determine whether all addenda have been received.

[UPN is aware of 3 Addendum to this RFP.](#)

2.5.2 Addenda

It will be the responsibility of all respondents to contact the District prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP. Copies of all Addenda will also be available on the district web site at

<http://www.puyallup.k12.wa.us/ourdistrict/departments/tech/fiber>. Addenda will provided to

2.6 Questions

Questions regarding this RFP must be submitted in writing to the mailing address on page 5, or via email at FiberRFP@puyallup.k12.wa.us. Responses to all questions received in proper time frames will be answered in writing or via email, and distributed to all Vendors at <http://www.puyallup.k12.wa.us/ourdistrict/departments/tech/fiber>

2.7 Proposal Binding Period

Prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the issuance date of the Vendor's response. Note: This applies before the contract award date.

UPN Agrees

2.8 Omissions

Omission in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

UPN Agrees

2.9 Financing

The District seeks proposals for the lease of MAN services. Vendors shall provide a lease term of at least 10 years. Other lease terms and innovative methods of financing are encouraged but Vendors should be aware that MAN services are E- Rate eligible as "Telecom Services" when leased and cannot be purchased under E-Rate funding mechanisms. Vendors must be an eligible "common carrier" as designated by the Federal Communications Commission Schools and the Universal Service Administrative Company's Schools and Libraries Division. Vendors are required to provide a FCC SPIN with their proposal response.

A payment surety bond shall be required of the chosen Vendor at contract signing to protect the Vendor company and the District. This bond shall be returned to Vendor at the completion of the entire project, after District sign-off and after all payment has been made to Vendor. Details of the required surety bond will be provided to the Vendor prior to any contract execution.

UPN is offering innovative financing solutions in an effort to provide the District with the best value available. UPN has provided financing solutions that include terms of 5, 10 and 15 years. In addition, the 15 year term provides for fixed costs out to 25 years at the discretion of the District. UPN has not included bond pricing as part of this response since the actual bond amount is unknown. Performance bond cost shall be 5% of the actual bond value, whatever that value should be.

2.9.1 Payment Conditions

Payment shall be made upon acceptance of the job by the District or as terms for lease periods described in item 2.9 dictate. The MAN Infrastructure will be deemed acceptable when the Vendor delivers to the District: