

**North Carolina Department of Public Instruction**  
**School Connectivity Initiative 2.0**  
**E-Rate Letter of Agency for the Year 2015-2017**

This is to confirm the undersigned local board of education's or charter school's participation in the North Carolina Department of Public Instruction E-rate Consortium for the procurement of Wi-Fi, wireless local area networking (WLAN) access services and necessary equipment, management, and maintenance. Pursuant to the authority vested in me by the local board of education or board of directors of the charter school, I hereby authorize North Carolina Department of Public Instruction to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Library Division on behalf of the undersigned local board of education or charter school.

I understand that in submitting these forms on behalf of this local school administrative unit or charter school, I am making legally binding certifications for this local board of education or charter school. By signing this Letter of Agency ("LOA"), I make the following certifications:

- (a) I certify that the schools in this local school administrative unit or charter school meet the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that this local school administrative unit or charter school has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that this local school administrative unit or charter school has secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that the services being purchased at discounts will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission.
- (d) I certify that this local school administrative unit or charter school is compliant with all program rules and I acknowledge that failure to comply with all program rules, including the Children's Internet Protection Act ("CIPA"), may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (f) I certify that I will retain required documents for a period of at least 10 (ten) years (or whatever retention period is required by the rules in effect at the time of this

certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

- (g) I certify that: (1) I am authorized to order telecommunications and other supported services for the local school administrative unit or charter school covered by this LOA; (2) I am authorized to make this request on behalf of the local school administrative unit or charter school covered by this LOA; (3) I have examined this LOA, that all of the information on this LOA is true and correct to the best of my knowledge; (4) the entities that will be receiving discounted services under this LOA pursuant to this application have complied with the terms, conditions and purposes of the program; (5) no kickbacks were paid to anyone; and (6) false statements on this form can be punished by fine, forfeiture, or imprisonment.
- (h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (j) I certify that I am authorized by the local board of education or board of directors of the charter school to sign this LOA and, to the best of my knowledge, information, and belief, all information provided to North Carolina Department of Public Instruction for E-rate submission is true.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

District or Charter School: \_\_\_\_\_  
(Please use the district/school name as listed by USAC)

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