

21439

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 50

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

AUG 5 - 1999

COUNTY OF COOK
AND STATE OF ILLINOIS

RENEW AMERITECH CENTREX SERVICE AGREEMENT
OFFICE OF INFORMATION TECHNOLOGY
DISTRICT OFFICE

THE CHANCELLOR

REPORTS

that in Board Reports #15714, #16994 and #18441, dated 5-2-91, 1-7-93 and 4-6-95 respectively, the Board of Trustees entered into an agreement with Illinois Bell Telephone/Ameritech to provide telephone service for a 7-year period which was financed by Ameritech Credit Corporation; and

that the current Ameritech phone service agreement has expired and the District desires to renew its Centrex telephone service; and

that a renewal agreement has been negotiated for a period of 2 years to include the standard Centrex phone features at a monthly charge of \$80,449.35 with an option for additional Centrex voice lines at \$9.05 per month per line; and

that the District also desires to include telephone voice messaging services with Ameritech for a period of 2 years at an estimated amount of \$17,500.00 per month at the rates listed in the agreement.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the renewal agreement with Ameritech, 225 W. Randolph St., Chicago, to provide Centrex telephone and messaging services for a period of 2 years, and authorizes the Chairman and Assistant Secretary to execute the renewal agreement on behalf of the Board.

Respectfully submitted:

Wayne D. Watson
Chancellor

August 5, 1999

21439

. 19990907-0379

7-27-99

AGREEMENT
FOR
AMERITECH CENTREX SERVICE
BETWEEN
AMERITECH AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508,
COUNTY OF COOK AND STATE OF ILLINOIS

This Agreement is made and entered into as of August 5, 1999 the "Effective Date") between Ameritech, as used herein "Ameritech" means Ameritech Enhanced Custom Services a division of Ameritech Information Systems, Inc. on behalf of Ameritech Illinois, formerly Illinois Bell Telephone Company, an Illinois Corporation, with its principal place of business located at 225 West Randolph Street, Chicago, Illinois 60606 and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois with its principle place of business at 226 West Jackson St., Chicago, Illinois 60606 ("Customer").

In consideration of the covenants and undertakings herein, Ameritech agrees to furnish to Customer and Customer agrees to subscribe to and pay for selected services and features provided via the central office based Ameritech Centrex Service ("Centrex Service") furnished by Ameritech to Customer at the locations listed in Attachment 1. The terms and conditions herein and in Attachments 1 and 2 which are attached hereto and incorporated herein, shall be hereinafter collectively referred to as the "Agreement", unless the context requires otherwise.

1.0 Centrex Service and Features

1.1 General Scope of Centrex Service and Features

Ameritech will furnish up to Customer's Network Point of Presence ("NETPOP") as described in ICC No. 20, Part 2, Section 2, the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation and maintenance services. Ameritech also will furnish those features listed in Attachment 1 for Ameritech Virtual Network (AVN) and Attachment 2 for Centrex voice lines.

1.2 General Switching Description

The Centrex Service to be provided hereunder is a central office based switching service and shall be furnished by Central Offices listed on Attachment 1.

1.3 Centrex Service Features

The Centrex Service provided pursuant to this Agreement will support the features described in ICC No. 19, Part 5, Section 1. Only those features listed in Attachment 2 have been included in the rates specified in Section 3.1 of this Agreement.

1.4 Service Transport Facilities

The Centrex Service provided pursuant to this Agreement includes the provision of Service Transport Facilities ("STF") as specified in Section 3.2 of this Agreement, which includes network access.

2.0 Term

2.1 Commencement and Term

This Agreement shall commence on the Effective Date and shall remain in effect for two (2) years thereafter (the "Term"). If Customer should elect to continue Centrex Service beyond the Term of this Agreement, and has not entered into a new service agreement with Ameritech, then Ameritech will continue to provide Centrex Service to Customer at Ameritech's then existing monthly tariffed rates.

2.2 Existing Centrex Agreement

Customer shall not be liable for termination charges under any existing Agreements at the time Centrex Service is provided pursuant to this Agreement and at such time said agreements shall automatically terminate.

3.0 Basic Rates

3.1 Centrex Service Rates

3.1.1 Ameritech agrees to furnish and maintain and Customer agrees to pay the following Initial Non-Recurring Charge ("INC") and Monthly Charge in accordance with Section 4.9:

	<u>INC</u>	<u>Monthly Charge</u>
Common Equipment System Charge: Includes switching capabilities for 5200 Ameritech Centrex Voice Lines, equipped with Ameritech Virtual Network (AVN) feature as described on Attachment 1	----	\$80,449.35*

3.1.2 Customer may subscribe to and, in that event, Ameritech will provide the following additional services at the rates listed below in accordance with Section 4.9:

	<u>INC</u>	<u>Monthly Charge</u>
Additional Centrex Voice Line equipped with AVN, each	-----	\$ 9.05**

* This rate includes the End User Common Line Charge ("EUCL") and STF but does not include charges for Telephone Numbers which will be provided pursuant to tariff rates.

**This rate includes EUCL but does not include STF and Telephone numbers which will be provided at tariff rates.

3.2 STF

The Common Equipment System Charge set forth in Section 3.1.1 includes the provision of STF at the locations and in the quantities specified in Attachment 1:

The INC and Monthly Charges for additional STF for the locations listed in Attachment 1 or for any other locations will be provided and paid for at STF pair-at-a-time or cable complement rates as specified in ICC No. 20, Part 4, Section 2 and ICC No. 19, Part 5, Section 2.

4.0 Other Charges

4.1 Service Ordering Charges

The service ordering charge as specified in ICC No. 20, Part 3, Section 1, will apply at the time Centrex Service is provided pursuant to the terms of this Agreement.

4.2 Line Connection Charges

Line connection charges as specified in ICC No. 20, Part 3, Section 1, will apply for each Centrex line installed pursuant to this Agreement.

4.3 Channel Charges

For any Centrex lines located outside of the local serving Central Office boundaries, additional mileage charges for 2001C/D channels as specified in ICC No. 20, Part 15, Section 2 are applicable in addition to the STF and Centrex line rate.

4.4 Local Usage

Usage charges appropriate to Customer's local service will be billed as specified in ICC No. 20, Part 4, Section 2.

4.5 Taxes

Customer shall remit to Ameritech all applicable federal, state, and local taxes and all applicable municipal and state additional charges as then authorized under ICC No. 20, Part 2, Section 2.

4.6 End User Common Line Charges

If the EUCL charge is increased above \$5.40 per line per month, Ameritech shall charge Customer each month an amount equal to the increase in the EUCL charge (i.e., the total new EUCL charge minus \$5.40) multiplied by the appropriate number of PBX equivalent trunks for the number of Centrex lines then in service as determined in ICC No. 20, Part 4, Section 2. Any decreases in the EUCL charge below \$5.40 calculated using the same formula used for increases as detailed above. This procedure is intended to maintain an equivalence between the rates for central office based service and the PBX trunk rates for private branch exchange systems of comparable size whenever the EUCL charge is increased or decreased.

4.7 Service Charges for Other Work

For work not specifically provided for under this Agreement, service charges as specified in ICC No. 20, Part 3, Section 1 will be applicable.

4.8 Rate Stability

Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, the rates specified in Section 3.1, with the exception of the network access element of STF and EUCL, shall not be subject to rate increases for the Term of this Agreement. The network access element of STF shall not be subject to Ameritech-initiated rate increases for the Term of this Agreement.

4.9 Terms of Payment

Customer shall be liable to Ameritech for INC and the Monthly Charge specified in Section 3.1.1 upon the Effective Date with the Monthly rate continuing each month thereafter during the Term of this Agreement.

Customer shall also be liable for any services ordered pursuant to Section 3.1.2 of this Agreement or pursuant to tariff upon the installation of such services.

All payments due to Ameritech shall be in accordance with Ameritech's standard billing and payment procedures as described in the applicable tariff.

5.0 Service and Maintenance Obligations

Ameritech represents to Customer, for the Term of this Agreement, that the Centrex Service and features provided pursuant to this Agreement will operate in accordance with the specifications set forth in this Agreement and the applicable tariff.

If, under normal and proper use, Centrex Service and features provided pursuant to this Agreement fail to perform as specified above, and Customer notifies Ameritech within the Term of this Agreement, Ameritech will correct such service degradations or failures without charge to Customer, in accordance with the terms of this Agreement. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day.

Ameritech's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on Ameritech's side of the NETPOP so as to enable Ameritech to perform maintenance or repair work.

When service is interrupted and the interruption exceeds twelve (12) hours (as measured from the time the interruption is reported to or detected by Ameritech, whichever occurs first), a credit allowance will be made for that line or trunk, as specified in ICC No. 20, Part 2, Section 2. No other liability shall attach to Ameritech as a result of such interruption to service.

If Ameritech responds on site to a request for maintenance service from Customer where no actual service problem exists or where the fault or defect is determined to be on Customer's side of the NETPOP and such fault or defect is not covered by any other express obligation of Ameritech, then applicable charges may be assessed against Customer.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERITECH, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF THE CENTREX SERVICE AND FEATURES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE THE OBLIGATIONS OF AMERITECH AS SET FORTH IN THIS AGREEMENT.

6.0 New Features or Enhancements

As new features or enhancements are made available to Ameritech from the manufacturers of the various Central Office,s Customer and Ameritech may meet to discuss their content and impending availability. New features or enhancements will be made available to Customer subject to the following terms: (1) activation of such feature enhancements will not be detrimental to the public network; (2) such new features are part of a software release which the manufacturer makes available to Ameritech for all of its central offices equipped to handle such changes; and (3) Customer agrees to negotiate the rates quoted by Ameritech, or otherwise agreed to by both parties for such feature or enhancement provided.

7.0 Termination For Convenience

In the event Customer terminates this Agreement for reasons not excused under the terms of this Agreement, then Customer shall be liable to Ameritech as liquidated damages, not as a penalty, for \$80,449.35 per month for each month remaining in the Term of this Agreement from the point of termination.

8.0 Breach

If either party fails to perform any material term of this Agreement, the aggrieved party shall be entitled to serve written notice of its intent to terminate (which notice shall include a reasonably detailed statement of the nature of such breach), upon the breaching party. If such material breach continues unremedied for forty-five (45) days after actual receipt by the breaching party of such written notice, the aggrieved party may, by written notice, either terminate an appropriate portion of its obligation under this Agreement, if such breach does not affect the entire Agreement, or terminate the entire Agreement, if such breach substantially and materially affects the aggrieved party's rights under this Agreement. Except as expressly provided in this Agreement, in the event of a breach of this Agreement by either Ameritech or Customer, the other party will be entitled to pursue any and all remedies available to it at law or in equity including court costs and reasonable attorney's fees.

9.0 Applicable Tariff Regulations

The general regulations of Ameritech under ICC No.s 19 and 20 applicable to communications services apply to the services provided pursuant to this Agreement.

The regulations of ICC No. 19, Part 5, Sections 1 and 2 are applicable to the STF and Centrex provided pursuant to this Agreement, unless they are expressly inconsistent with the terms and conditions of this Agreement. In the event of an express inconsistency between

the regulations in ICC No. 19, Part 5, Sections 1 and 2 and the terms of this Agreement, the terms of this Agreement shall control.

10.0 Tariff References

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

11.0 Filing of Contract

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

12.0 Excused Performance

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

- (a) Any causes beyond Ameritech's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delay, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental bodies, including courts and regulatory bodies, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder or prevent performance under this Agreement; provided, that Ameritech has exercised reasonable measures, if feasible, to mitigate such delay or failure; or
- (b) Any wrongful or negligent act or omission of Customer or its employees, agents, subcontractors or affiliates; or
- (c) Customer's failure to provide access to Customer's premises as reasonably requested by Ameritech.

13.0 Indemnification

13.1 Each party shall indemnify and hold harmless the other party and its employees, agents against all injury, loss, damage or expense (including court costs and reasonable attorney's fees) which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting in whole or substantial part from the performance of this Agreement by either party or its employees or agents, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of the indemnifying party or its employees or agents.

13.2 Ameritech shall be indemnified and saved harmless (including court costs and reasonable attorney's fees) by Customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities

furnished by Ameritech or the use thereof and against claims for infringement of patents arising from Customer's use of equipment not supplied or authorized by Ameritech in combination or connection with the facilities furnished by Ameritech.

14.0 Limitation of Damages

No liability shall in any case attach to Ameritech for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with this Agreement and the performance or non-performance of the Centrex Service and features provided pursuant to this Agreement regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages, injuries, losses or expenses are foreseeable.

15.0 Insurance

Ameritech is self-insured for general liability under ten million dollars and Worker's Compensation (including occupational disease) according to statutory limits. The parties understand and agree that this Section 17.0 is a statement of fact and does not expand or contract the scope of Ameritech's liabilities or obligations to Customer or to third parties pursuant to this Agreement.

16.0 Assignment

Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of such other party shall be void. Notwithstanding the foregoing, Ameritech may assign this Agreement, in whole or in part, to any of its affiliates. Upon such assignment and assumption of liability thereto by the assignee the assignor shall be discharged of any liability under this Agreement.

17.0 Subcontracting. Ameritech may subcontract any or all of the work to be performed by it under this Agreement, but shall retain full responsibility for the work to be subcontracted.

18.0 Benefit

This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, lessees or beneficiaries of Customer and Ameritech.

19.0 Modification

Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

20.0 Enforceability

If any of the provisions of this Agreement, or any portion of any provision, are held to be illegal, or invalid, or unenforceable, Customer and Ameritech shall negotiate an adjustment consistent with the purposes of this Agreement. Subject to the foregoing, the illegality, invalidity, or unenforceability of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions, and this Agreement shall then

be construed as if such illegal, invalid, or unenforceable provision, or portion of a provision, had not been contained herein.

21.0 Governing Law

This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the laws of Illinois.

22.0 Section Headings

All section headings contained herein are for convenience of reference only and are not intended to define, limit or expand the scope of any provisions of this Agreement.

23.0 Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

24.0 Disclosure

Neither party shall advertise or market any information relating to the work performed or service provided under this Agreement, including mentioning or implying the name of Customer or Ameritech, or its affiliates, without prior written consent of the other party.

25.0 Notices

All communications required or permitted under this Agreement shall be deemed given when delivered or deposited in the U.S. mail, by certified or registered mail, postage prepaid and addressed as follows:

If intended for Customer: City Colleges of Chicago
226 West Jackson St.
Chicago, Illinois 60606
With separate copies for: Chairman
Chancellor
Chief Information Officer
General Counsel

If intended for Ameritech: Ameritech Custom Business Services
225 West Randolph St., HQ 23
Chicago, Illinois 60606
Attn: Director – Government Sales

with a copy to: Ameritech Custom Business Services
Vice President and General Counsel
225 West Randolph Street, HQ 23A
Chicago, Illinois 60606

26.0 Year 2000 Warranty

Ameritech warrants that the Service provided under this Agreement will accurately handle date information before, during and after January 1, 2000 in a manner that will not adversely affect its performance. Ameritech shall promptly correct or replace any Service which is in breach of this warranty at no cost to Customer. If Ameritech, in its sole discretion, is unable to correct or replace the non-conforming Service using commercially reasonable efforts, it will refund the charges for the non-conforming Service for a period not to exceed six(6) months after the first to occur of discovery by or notice to Customer of the non-conformance. The foregoing shall constitute Customer's sole remedy for a breach of this warranty.

27.0 MWBE Compliance.

Ameritech shall comply with Customer's Minority and Women Business Enterprise Contract Participation Plan ("MWBE Plan).

28.0 Ethics Policy Compliance.

Ameritech shall comply with Customer's Ethics Policy and with any amendments thereto adopted during the Term of this Agreement.

29.0 Federal, State and Local Laws.

Ameritech acknowledges that Customer is a body politic and corporate, created under the Illinois Public Community College Act (110 ILCS 805/1-1, *et seq.*). Ameritech agrees its performance under this Agreement is governed by and subject to compliance with all applicable federal, state and local laws, including but not limited to the Public Community College Act and the Rules for the Management and Government of the City Colleges of Chicago and any amendments thereto.

30.0 Termination for Non-Appropriation.

Customer's obligation for performance of this contract is contingent upon the availability of appropriated funds from which payment of contract obligations may be made. No legal liability on the part of Customer for any payment may arise under this contract until funds are made available for performance and until Ameritech receives notice of such availability to be confirmed in writing by Customer. Customer will use all reasonable efforts to have appropriated funds made available for performance of this contract during its initial term and any permitted extension.

31.0 Entire Agreement

This is the entire and exclusive agreement between the parties with respect to the services provided hereunder and supersedes all prior agreements, proposals or understandings, whether written or oral, except to the extent the same may be specifically incorporated herein by reference.

Executed this _____ day of _____, 1999

Board of Trustees of Community
College District No. 508,
County of Cook and State of Illinois

Ameritech Custom Business Services, a division of
Ameritech Information Systems, Inc.

By: James A. Dyson

By: Susan Hueston

Printed
Name: JAMES A. DYSON

Printed
Name: Susan Hueston

CHAIRMAN OF THE BOARD
Title AUG 5 - 1999

Susan Hueston
Title 1-24-99
RFD#: 99-IL-14010

Patricia A. Burke
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
Kevin P. [Signature]
GENERAL COUNSEL

Attachment 1

Chicago City Colleges AVN

Service Transport Facilities Detail

<u>School</u>	<u>Address</u>	<u>Access Area</u>	<u>Normal Wire Center</u>	<u>Serving Central Ofc.</u>	<u>Lines Req'd</u>	<u>STF Cable or PAAT Provided</u>
Central Admin. 312-553-2500	226 W. Jackson Blvd., Chicago	A	Franklin	Franklin DS0	673	600 & 50 Pair Cables 23 Pair-at-a-Time
Harold Washington 312-553-5600	30 E. Lake St., Chicago	A	Franklin	Franklin DS0	658	600 & 50 Pair Cables 8 Pair-at-a-Time
West Side Technical Institute 773-843-4500	2800 S. Western Ave., Chicago	B	Lafayette	Lafayette DS0	212	200 Pair Cable 12 Pair-at-a-Time
Wilber Wright College (North) 773-777-7900	4300 N. Narragansett Ave., Chicago	B	Kildare	Kildare DS0	516	400 & 100 Pair Cable 16 Pair-at-a-Time
Wilber Wright College (South) 773-481-8800	3400 N. Austin Ave., Chicago	B	Kildare	Kildare DS0	277	300 Pair Cable
Harry S. Truman College 773-878-1700	1145 W. Wilson Ave., Chicago	B	Edgewater	Edgewater CG0	535	500 Pair Cable 35 Pair-at-a-Time
Lakeview Learning Center 773-907-4400	3310 N. Clark St., Chicago *	B	Lakeview	Edgewater CG0	15	15 Pair-at-a-Time
Humboldt Pk. Voc. Ed. Cntr. 773-489-8989	1645 N. California Ave., Chicago	B	Humboldt	Humboldt CG0	68	50 Pair Cable 18 Pair-at-a-Time
Malcolm X College 312-850-7000	1900 W. Van Buren St., Chicago	B	Monroe	Monroe DS0	503	500 Pair Cable 3 Pair-at-a-Time
West Side Learning Cntr. 312-850-7420	4624 W. Madison Ave., Chicago *	B	Austin	Monroe DS0	28	28 Pair-at-a-Time
Washburn Trade School 773-579-6100	3233 W. 31st St., Chicago	B	Lafayette	Lafayette DS0	23	23 Pair-at-a-Time
Kennedy-King College 773-602-5000	6800 S. Wentworth Ave., Chicago	B	Stewart	Stewart CG0	555	600 Pair Cable

*Additional charges for 2001D Channels, as described in I.C.C. No. 19, Part 15, Section 2, apply for this location.

Attachment 1

Chicago City Colleges AVN
Service Transport Facilities Detail

<u>School</u>	<u>Address</u>	<u>Access Area</u>	<u>Normal Wire Center</u>	<u>Serving Central Ofc.</u>	<u>Lines Req'd</u>	<u>STF Cable or PAAT Provided</u>
Olive-Harvey College 773-568-3700	10001 S. Woodlawn Ave., Chicago	B	Pullman	Pullman CGO	466	400 & 50 Pair Cable
So. Chgo. Learning Center 773-291-6770	3055 E. 92nd St., Chicago *	B	South Chicago	Pullman CGO	14	14 Pair-at-a-Time
Dawson Technical Institute 773-451-2000	3901 S. State St., Chicago	B	Oakland	Oakland CGO	204	200 Pair Cable 4 Pair-at-a-Time
Daley College 773-838-7500	7500 S. Pulaski Rd., Chicago	B	Portsmouth	Portsmouth DSO	453	400 & 50 Pair Cable 3 Pair-at-a-Time

*Additional charges for 2001D Channels, as described in I.C.C. No. 19, Part 15, Section 2, apply for this location.

The Ameritech Virtual Network feature virtually connects separate Centrex systems in MSA-1 and provides intercom calling over the public network. All lines at each service location must be equipped with the AVN feature. An AVN network may not be shared among unaffiliated end users. AVN requires a measurement of Customer's busy hour traffic in "hundred call seconds" (CCS).

The pricing contained in this Agreement is based upon an AVN hub location of 226 West Jackson St., Chicago, Illinois and a busy hour traffic load of 0-2.5 CCS per line for the entire AVN network. Ameritech reserves the right to adjust the pricing in accordance with ICC No. 19, Part 5, Section 1, page 111, any time the CCS traffic load is exceeded.

ATTACHMENT 2

STANDARD CENTREX FEATURES

AMERITECH CENTREX MATE

Allows a Centrex customer to make changes in the line and/or feature configuration of their Centrex System as an alternative to the standard telephone company service order process.

CALL DIVERTING

Outgoing calls may be screened so that completion of calls to preselected areas is denied. The following arrangements are standard: a) intercom only (fully restricted), b) intercom and local calls (semi-restricted), and c) intercom, local and toll calls (unrestricted).

CALL FORWARDING OF CALL WAITING CALLS

Allows station users that have Call Forwarding and Call Waiting assigned to their lines to forward Call Waiting calls that are not answered within a set period of time automatically to a predetermined destination.

CALL FORWARDING - BUSY

Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system.

CALL FORWARDING - DON'T ANSWER

Allows incoming calls to automatically route to a preselected Centrex station line, attendant or to a line outside the Centrex group when the called station is not answered after a preset number of rings.

CALL FORWARDING - VARIABLE

Permits a station user to activate routing of incoming calls, to a preselected station line, attendant, or to a line outside of the system.

CALL HOLD

Allows a station user to hold a call in progress by dialing an access code.

CALL PICKUP

Allows station user to answer calls directed to another station line within the same pickup group by dialing a special code.

CALL TRANSFER (INTRA-SYSTEM) - ALL

Incoming, outgoing, and intercom calls may be transferred to other Centrex station numbers.

CALL TRANSFER (INTER-SYSTEM) - DELUXE

Incoming, outgoing and intercom calls may be transferred to other Centrex station numbers or other lines outside the Centrex group. (Customer is responsible for any local or toll charges on transferred calls).

CALL WAITING/CANCEL CALL WAITING

Provides station user with an audible tone to indicate that an incoming call is waiting.

CONFERENCE CALLING 3 WAY

Allows a station user to add a third party to an existing call.

CONSULTATION HOLD

Allows a station user to hold a call in progress (incoming or outgoing) and originate another call with privacy.

DIRECT INWARD DIALING (DID)

Calls from outside the Centrex group may be dialed directly to each Centrex number.

DIRECT OUTWARD DIALING (DOD)

Calls may be placed outside the Centrex group without the aid of a system attendant.

DIRECTORY LISTINGS

The Company will furnish without charge one main listing for each system in the local exchange directory.

DISTINCTIVE RINGING AND CALL WAITING TONE

Calls coming from within the Centrex system are distinguished from calls coming from outside the Centrex system by different ringing and call waiting patterns.

END TO END SIGNALING

Allows a station user, while in the talking state, to send Dual Tone Multi-Frequency (DTMF) digits to the other end by using a dial pad.

EQUAL ACCESS FOR INTER MSA CALLING

Allows each station line to use a predetermined Interexchange Carrier without dialing any special codes.

HUNTING ARRANGEMENTS

Incoming calls to a busy Centrex line are redirected to a predetermined number(s) to search for an idle line on which to complete the call.

INTERCOM CALLING

Centrex users may dial each other's telephone number using 3, 4, or 5 digits without the aid of the system attendant.

MESSAGE WAITING INDICATOR - AUDIBLE

This feature provides an audible tone signal, e.g. stutter dial tone, on a Centrex line to indicate a message waiting condition.

NIGHT ANSWER (ALL VERSIONS)

Allows an incoming night call to be indicated by the ringing of a customer provided night bell or a predesignated Ameritech Centrex line.

SPEED CALLING - SHORT

Allows a station user having access to place calls to a list of 6 or 10 numbers by dialing an access code.

TOUCH TONE

Provides for dialing a telephone number using Dual Tone Multi-Frequency (DTMF) signaling.

USAGE BILLING BY LINE NUMBER

Calls outside the Centrex system which incur message units or toll charges are billed by individual telephone number when the Company is the billing entity.



9-17-99`

**James Dyson
Board of Trustees of Community College Dist, No 508
226 West Jackson
Chicago, IL 60606**

Ref: Contract # 19990907-0379

Dear Valued Customer,

Thank you for selecting Ameritech for your Centrex Agreement. We are delighted that you have chosen to expand your company's benefits with this Ameritech service.

A copy of the signed term agreement is enclosed for your records.

As always, Ameritech values your business and looks forward to continuously providing you with innovative and quality telecommunications solutions backed by our service commitment. You can also expect to receive the world class network reliability and commitment to excellence you have grown to expect from Ameritech.

If you have questions, please contact your Authorized Distributor or the Ameritech Business Solutions at 1-800-480-8088.

Again, thank you for choosing Ameritech.

Encl. Term Agreement
