

IV. Ordering/Performance Criteria

**Ordering:**

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

**Performance:**

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

V. Special Terms and Conditions:

The Schedule No. PB 01-001, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

---

**Pacific Bell Communications:**

**Pacific Bell:**

APPROVED BY: [Signature]

APPROVED [Signature]

Print Name: SANDRA L. WASHINGTON

Print Name M G EVERETT

Title: HR Director

Title: Director

Date: 11-25-96

Date: 12-3-96



## **Attachment 5.A.28**

**SERVICE NAME: Employee Under Contract Services**

**Employee Name: Jeff Van Hulle**  
**Effective Date: 11/13/96**

**Dept.: Business Segmentation**  
**Date Prepared: 11/18/96**

**SCHEDULE NO:           PB-01-004**

**Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.**

**Page 1 of 2**

**I. Commencement Date: October 15, 1996**

**Duration of Schedule:** Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

**Termination:** The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

**II. Description:**

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

**III. Prices:**

- **Pre-Allocator: NONE**
- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initialed by the Employee's supervisor within the loaned organization.

IV. Ordering/Performance Criteria

**Ordering:**

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

**Performance:**

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

V. Special Terms and Conditions:

The Schedule No. PB 01-001, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

---

**Pacific Bell Communications:**

**Pacific Bell:**

APPROVED BY [Signature]

APPROVED [Signature]

Print Name: SUZANNE L. WELSHMAN

Print Name Donna Brickell

Title: DIRECTOR - HR

Title: Director - Consumer Mkt Expansion

Date: 11-25-96

Date: 12/6/96



## **Attachment 5.A.29**



Communications

A Pacific Telesis Company

<b>SERVICE NAME:</b> Employee Under Contract Services	
Employee Name: Linda Lewis	Dept.: Product Development
Effective Date: 12/1/96	Data Prepared: 11/18/96
SCHEDULE NO: <u>        PB-01-005        </u>	
Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.	
Page 1 of 2	

**I. Commencement Date: October 15, 1996**

**Duration of Schedule:** Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

**Termination:** The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

**II. Description:**

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

**III. Prices:**

- **Pre-Allocator:** NONE

- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initiated by the Employee's supervisor within the loaned organization.

**IV. Ordering/Performance Criteria**

**Ordering:**

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

**Performance:**

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

**V. Special Terms and Conditions:**

The Schedule No. PB 01-001, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

**Pacific Bell Communications:**

**Pacific Bell:**

APPROVED BY [Signature]

APPROVED [Signature]

Print Name: Suzanne L. Womack

Print Name Jan Hewitt

Title: Suzanne L. Womack

Title: Director - PB Awards

Date: 11-25-96

Date: 12-9-96

S.A. 30

## **Attachment 5.A.30**

**SERVICE NAME: Employee Under Contract Services**

**Employee Name: Andrea Eaton**  
**Effective Date: 11/18/96**

**Dept: Channel Strategy**  
**Date Prepared: 11/18/96**

**SCHEDULE NO: PB-01-006**

**Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.**

Page 1 of 2

**I. Commencement Date: October 15, 1996**

**Duration of Schedule:** Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

**Termination:** The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

**II. Description:**

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

**III. Prices:**

- **Pre-Allocator: NONE**
- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initialed by the Employee's supervisor within the loaned organization.

IV. Ordering/Performance Criteria

**Ordering:**

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

**Performance:**

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

V. Special Terms and Conditions:

The Schedule No. PB 01-001, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

---

*Pacific Bell Communications:*

*Pacific Bell:*

APPROVED BY: *Susan L. Wetherill*

APPROVED *Jan Hewitt*

Print Name: *SUSANNE L. WETHERILL*

Print Name *Jan Hewitt*

Title: *Director - HA*

Title: *Director - PB Awards*

Date: *11-25-96*

Date: *12-9-96*

5.A.31

## **Attachment 5.A.31**

**SERVICE NAME: Employee Under Contract Services****Employee Name: Frank Metter****Date Prepared: 10/3/97****SCHEDULE NO: PE-01-008****Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.**

Page 1 of 2

**I. Commencement Date: September 8, 1997****Duration of Schedule:** Initial term of the loan may not exceed one year. Loan scheduled to end September 8, 1998.**Termination:** The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.**II. Description:**

Pacific Bell Communications *Employee Under Contract Services* includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

**III. Fees:**

- **Pre-Allocator:** NONE
- **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

- **Direct Expenses:**

Expenses incurred by the employee which impacts the employee's gross income must be paid by the receiving organization. The associate's salary/wages and other payroll related expenses will be paid by Pacific Bell and will be 100% billable to Pacific Bell Accounting Compliance Treasury Organization. In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Bell. This form must be initiated by the Employee's supervisor within the loaned organization.

**IV. Ordering/Performance Criteria****Ordering:**

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to

the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

**Performance:**

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

**V. Special Terms and Conditions:**

The Schedule No. PB 01-006 incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

---

*Pacific Bell Communications:*

*Pacific Bell -Accounting Compliance Treasury*

APPROVED BY: <u><i>[Signature]</i></u>	APPROVED <u><i>[Signature]</i></u>
Print Name: <u>Susan A. Johnson</u>	Print Name <u>JEANNE Ireland</u>
Title: <u>CFO, PBCLD</u>	Title: <u># R Manager</u>
Date: <u>10/10/97</u>	Date: <u>10/29/97</u>

5.A.32

## **Attachment 5.A.32**

**SERVICE NAME: Employee Under Contract Services**

**Employee Name: Don D'Avignon Dept.: PMB**  
**Effective Date: 1/7/97 Date Prepared: 1/6/97**

**SCHEDULE NO:         PB-01-07**

**Service Agreement between Pacific Bell Communications and Pacific Telesis and its Subsidiaries.**

Page 1 of 2

**I. Commencement Date: October 15, 1997**

**Duration of Schedule:** Initial term of one year, however the duration of the loan may not exceed six (6) months (April 30, 1997).

**Termination:** The canceling party shall provide written notice to the other party thirty (30) days prior to cancellation.

**II. Description:**

Pacific Bell Communications Employee Under Contract Services includes payroll related expenses for Employees who are loaned to a client and will be billed at the lower of *Fully Distributed Cost or Market Price*. These employees may be loaned to any organization within Pacific Telesis and its Subsidiaries. Generally loans will be for a short duration and will provide the Employee with unique developmental opportunities. A loaned employee reports to and is dedicated to the work of the client.

**III. Prices:**

• **Pre-Allocator:** NONE

• **Allocator:**

The number of client days (including partial days over the total days) worked in a month by the loaned Employee. The hours or days involved will be obtained from the "Employee Under Contract Timesheet" report or other payroll documentation.

• **Direct Expenses:**

In addition, other expenses might be negotiated. The expenses are submitted to Pacific Bell Communications for payment and will be billable to Pacific Telesis and/or its subsidiaries. This form must be initialed by the Employee's supervisor within the loaned organization.

**IV. Ordering/Performance Criteria**

**Ordering:**

The Service is provided upon request. The form "Employee Under Contract Form" shall be used to initiate the Employee Under Contract Service. The form is completed prior to the beginning of the service. The minimum amount of time that an employee will be contracted for is one day.

**Performance:**

A "Memorandum of Understanding (MOU)" and an "Employee Under Contract Services Form" is completed prior to the start of the loan. These forms are prepared by Pacific Bell Communications. Both documents will be retained in the Employee's personnel file and a copy sent to the Transfer Pricing Administrator of both the sending and the receiving organizations. The lead time necessary to acquire and to terminate the Employee Under Contract must be determined on a case by case basis by the Telesis or Affiliate Organization receiving the service and Pacific Bell Communications.

The Employee Under Contract Timesheet must be completed by the loaned Employee and signed by his/her immediate superior in the loaned organization and submitted to the Transfer Pricing Administrator and loaned Employee's payroll department within five (5) working days after the end of the pay period.

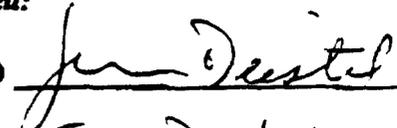
**V. Special Terms and Conditions:**

The Schedule No. PB 01-007, incorporates, by reference, the provisions of the Memorandum of Understanding (MOU) between the parties hereto referenced above. Should special terms or conditions be identified with the provision of the Employee Under Contract, then those special circumstances must be stated on a letter.

*Pacific Bell Communications:*

*Pacific Bell:*

APPROVED BY: 

APPROVED 

Print Name: Melva Rose

Print Name Jim Dietel

Title: Director - Human Resources

Title: Director Adv Svcs

Date: 1/7/97

Date: 1/15/97

S.B

## **Attachment 5.B**

Category of Service	General Description of Service	Specific Service Elements
---------------------	--------------------------------	---------------------------

A. Active Services - Non  
tariffed

Agreement between Pacific Bell and Pacific Bell Communications for General Administrative Services  
establishes the business relationship between Pacific and PBCom. All Schedules are attached by reference to the General Services Agreements.  
Effective Date - 12/16/95

<p><u>TC-01-002 - Centralized Mail Distribution Center</u> - Services covered under this Schedule consist of mass distribution services. Effective Date - 4/8/97</p>	<p>Specific services provided include mass distribution of materials via Company, U.S. mail and/or facsimile, and vendor coordination.</p>
--	--

<p><u>TC-15-005 - Mail and Messenger Services</u> - Services covered under this Schedule consist of mail services. Effective Date - 1/15/96</p>	<p>Specific services provided include motorized mail, sorting and dispatching of incoming and outgoing U.S., intercompany mail, pick up, sort, and deliver interoffice mail, setting up mail service for the company statewide.</p>
---	---

<p><u>TC-01-006 - Information Directory</u> - Services covered under this Schedule consist of services provided by a centralized network of personnel database systems. Effective Date - 5/29/97</p>	<p>Specific services provided include official company (paper) directory, operation of the employee locator, and the operation of an automated internal directory assistance through interactive telephone systems.</p>
--	---

<p><u>TC-09-011 - Consulting Services - IS Development</u> - Services covered under this Schedule consist of services provided by the Information Services organization. Effective Date - 1/15/96</p>	<p>Specific services provided include consultation on the creation of system requirements to support the long distance business, and to develop systems, manage vendors and long term systems operations.</p>
---	---

Category of Service	General Description of Service	Specific Service Elements
	<p><u>TC-09-035 - Computer Security - Services covered under this Schedule consist of client company computer and network security services. Effective Date - 6/28/97</u></p>	<p>Specific services provided include support for investment and cost processing, firewall development, maintenance and network surveillance, local security administrators, maintaining and updating the computer security data base, and methods &amp; procedures.</p>
	<p><u>TC-09-036 Datacommunications Services - Services covered under this Schedule consist of communications services provided by official communications organizations. Effective Date - 11/15/96</u></p>	<p>Specific services provided include installation of administrative backbone network including circuits, switches, software, etc. network management for the backbone network, design and engineering of administrative LANs, trouble call handling, user assistance and problem diagnosis/resolution.</p>
	<p><u>TC-09-056 - Project Management Services - Services covered under this Schedule consist of project management services. Effective Date - 1/15/97</u></p>	<p>Specific services provided include customer consultations, opportunity assessments, project decision analysis, and project implementation.</p>
	<p><u>TC-29-013 Consulting Services - Sales Support - Services covered under this Schedule consist of personnel to render assistance in the area of marketing and other related activities. Effective Date - 1/16/97</u></p>	<p>Specific services provided include; defining product sets, defining product requirements, defining capabilities needed for system and other infrastructure, and defining product bundles.</p>
	<p><u>TC-09-058 - Computer Operations and Programming Services - Services covered under this Schedule consist of computer operations and programming for Joint Marketing. Effective Date - 10/13/97</u></p>	<p>Specific services provided include planning, developing, testing, implementing and maintaining data bases/application systems, as well as provide computer operation functions to support computer operations and programming for Joint Marketing.</p>