

BAYSHORE SCHOOL DISTRICT
ONE MARTIN STREET, DALY CITY, CA 94014
TEL: 415-467-5443 FAX: 415-467-1542

BOARD OF TRUSTEES
ANITA FLETCHER
RACHEL GARIBALDI
KERMIT LEONG
CECIL T. OWENS
EDITH RENDEROS

SUPERINTENDENT
STEPHEN J. WATERMAN, ESQ.

PRINCIPAL
NORMAN D. FOBERT

March 9, 2004

Letter of Appeal
Federal Communications Commission
Office of the Secretary
445 12th Street SW,
Washington, DC 20554



RECEIVED
MAY 25 2004
Distribution Center

Re: CC Docket No. 02-6

Sir/Madam:

This is an appeal on your Funding Commitment Letter of June 9, 2003 for funding year 2003 (Year 6) of Bayshore Elementary School District, Entity No. 144117.

FRN 910334

Funding Commitment Decision: 0.00 – 28 day Waiting Period Violated

Funding Commitment Decision Explanation: A contract for a new service was signed prior to the required 28-day waiting period computed from the date of the posting of the Form 470 to the SLD Web Site.

The contract between Pacific Bell and Bayshore Elementary School District was signed on January 18, 2000 for a period of five (5) years. This contract was the same document we used since Year 3. We faxed this contract to Mr. Chul Choe on May 7, 2003 but apparently he did not notice that it was a five-year contract. We consulted with other people in the industry who told us that we should not have submitted Form 470 for year 6 because we had a multi-year contract, but instead used the FRN385751 and application number 187510000276657 of Year 3 in our Form 471 in year 6. This could have been the cause of confusion on our funding eligibility for year 6. I am enclosing a copy of the contract for your perusal.

FRN 910336

Funding Commitment Decision: 0.00 – 28 Day Waiting Period Violated

Funding Commitment Decision Explanation: The Form 471 application was signed and/or submitted prior to the expiration of the 28-day waiting period from the day of the posting of the Form 470 to the SLD Web Site.

Our Form 471 says that the Contract Award Date was July 9, 2002, a date prior to the allowable contract date of September 17, 2002. The contract award date for year 6 was not correct. July 9, 2002 was the contract date of our year 5 (2002-2003) with the San Mateo County of Education for our Internet Access. This again was not noticed by Mr. Chul Choe as we faxed him the contract on May 7, 2003. Our contract with San Mateo School of Education for year 6 (2003-2004) was signed November 13, 2003. I am enclosing both contracts for your reference.

No. of Copies rec'd 0
List ABCDE

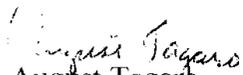
We are a two-school district where more than 60% of our 400 students are eligible for reduced or free meals. Considering the budgets cuts, in June 2003, end of fiscal year 2002-03, we laid-off our Tech Coordinator who handled our E-rate applications for the last five (5) years, hence, the delay in addressing this issue.

The subsidy has been a great help to us in last five years in promoting and sustaining our other educational programs. Having the prospect of losing the discount, we might restrict and/or abandon one or more our worthy programs.

Your assistance on this matter is urgently requested.

Thank you.

Very truly,


August Tagaro

Business Coordinator

Tel. No. 415-467-1903

Fax No. 415-467-1542

e-mail – atagaro@bayshore.k12.ca.us

**STATE OF CALIFORNIA
TELECOMMUNICATIONS SERVICE REQUEST**

REQUEST IS FOR

- INFORMATION
 SERVICE

- EXCEEDS SAM —
 DOES NOT EXCEED SAM — } SEE SAM 4500 SECTIONS

AGENCY REQUEST NO.
DATE

SUBMIT ALL COPIES, INTACT, TO TELECOMMUNICATIONS DIVISION

TITLEMENT <i>SHORE ELEMENTARY SCH. DIST.</i>	DIVISION, BUREAU, ETC.
---	------------------------

ADDRESS OF PRESENT SERVICE (INCLUDE CITY AND ZIP) <i>1 MARTIN STREET DALY CITY CA 94014</i>	ADDRESS OF REQUESTED SERVICE (INCLUDE CITY AND ZIP)
--	---

PERSON TO CONTACT FOR ACCESS <i>DON PECK</i>	TELEPHONE NO. <i>650-420-5770</i>	LOCATION	ROOM NO.
---	--------------------------------------	----------	----------

BILLING ADDRESS (INCLUDE CITY AND ZIP) <i>1 MARTIN STREET, DALY CITY, CA 94014</i>	VENDOR ACCT. NO.	UTILITY PRIMARY BILL NO.
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TELEPHONE NUMBER(S) INVOLVED <i>650-467-0442</i>	REQUESTED DATE OF SERVICE	GENERAL SERVICES AGENCY CODE
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CHECK TYPE OF REQUEST

<input checked="" type="checkbox"/> BUSINESS SERVICE	<input checked="" type="checkbox"/> CALNET (ATTACH ONE REPRESENTATIVE MONTH'S)	<input checked="" type="checkbox"/> DATA
<input checked="" type="checkbox"/> SINGLE LINE <input type="checkbox"/> KEYSYSTEM <input type="checkbox"/> PBX <input type="checkbox"/> CENTREX SERVICE <input type="checkbox"/> SINGLE LINE <input type="checkbox"/> KEYSYSTEM <input type="checkbox"/> CALDEX <input type="checkbox"/> WATS <input type="checkbox"/> FEX	<input checked="" type="checkbox"/> STATE AGENCY <input type="checkbox"/> TAX SUPPORTED <small>(ATTACH COPY OF CHARTER OR OTHER DOCUMENTS SHOWING TAX SUPPORTED)</small> <input type="checkbox"/> CALNET CALLING CARD (include TD 907) <input type="checkbox"/> OTHER _____ <input type="checkbox"/> MOBILE TELEPHONE <input type="checkbox"/> CELLULAR <input type="checkbox"/> OTHER _____	<input checked="" type="checkbox"/> SWITCHED <input type="checkbox"/> DEDICATED

BRIEFLY DESCRIBE PRESENT SERVICE

PRESENT EQUIPMENT VENDOR

SERVING UTILITY

BRIEFLY DESCRIBE SERVICE REQUESTED (ATTACH JUSTIFICATION)

PACIFIC BELL SERVICES UTILIZING STATE OF CALIFORNIA CONTRACT PRICING.

TOTAL COST OF REQUESTED SERVICE		METHOD OF ACQUISITION	
RECURRING	NON-RECURRING	<input type="checkbox"/> PURCHASE	<input type="checkbox"/> INSTALLMENT PURCHASE
		<input type="checkbox"/> RENT	<input type="checkbox"/> OTHER _____

APPROVAL BY AGENCY TELEPHONE COMMUNICATIONS REPRESENTATIVE

PRINTED OR TYPED NAME	TELEPHONE NO.
SIGNATURE	CALNET:
DATE	PUBLIC:
ADDRESS:	CITY
	ZIP

TELECOMMUNICATIONS DIVISION

APPROVED	DISAPPROVED (SEE COMMENTS BELOW)	INFORMATION ONLY
PRINTED OR TYPED NAME	TELEPHONE NO.	CALNET:
DATE	PUBLIC:	DATE ORDER SENT TO
COMMENTS:	VENDOR	UTILITY



EXHIBIT B-3 - AUTHORIZATION TO ORDER

**EXHIBIT B-3
AUTHORIZATION TO ORDER UNDER STATE AGREEMENT
(TERM COMMITMENT)
(Please print or type clearly)**

Pacific Bell ("Pacific"), MCI Telecommunications Corporation ("MCI") (collectively, "Contractor") and the State of California ("State") have entered into an Agreement for the Provision of Telecommunications Service(s) and Products, dated December 4, 1998 ("Agreement"). Pursuant to the Agreement, which is incorporated herein by reference, Municipalities of the State are allowed to order services and products out of the Agreement ("Service(s)") upon execution of this Authorization to Order. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to Municipalities of the State (e.g., cities, counties, school districts and other such entities of the State) are fully set forth in the Agreement.

1. BAYSHORE ELEMENTARY SCHOOL DISTRICT ("Municipality") desires to order the Service(s) identified in Attachment 1 to this Authorization to Order, which is incorporated herein by reference, and Contractor agrees to provide such Service(s) pursuant to this Authorization to Order and the terms and conditions and rate tables contained in the Agreement. Municipality agrees, with respect to the particular services identified in Attachment 1, to utilize the Agreement as Municipality's single source for procuring the particular Services types (i.e., Centrex, voicemail/IVR, DSL, Frame Relay) during the term of the Authorization to Order.

2. Contractor shall bill Municipality and Municipality shall pay Contractor pursuant to this Authorization to Order and the terms and conditions and rate tables contained in the Agreement.

3. This Authorization to Order shall become effective upon execution by Municipality, Contractor, and the Department of General Services, Telecommunications Division ("Effective Date"). Unless sooner terminated as provided herein, this Authorization to Order shall remain in effect for the term Municipality has indicated below (check one).

Five years from the Effective Date. This Authorization to Order is subject to two, one year extensions. Contractor shall provide Municipality with 60 days' notice of the scheduled expiration date and the intended extension of the Authorization to Order. Each one year extension will occur automatically unless Municipality provides Contractor with written notice of Municipality's intent not to renew this Authorization to Order at least 30 days' prior to the scheduled expiration date of this Authorization to Order.

This Authorization to Order shall continue in effect from the Effective Date through the remainder of the term of the Agreement. In the event Contractor and the State extend the term of the Agreement, Contractor shall provide Municipality with 60 days' notice of the intended extension of the Agreement. The term of this Authorization to Order will be automatically extended to match the new term of the Agreement unless Municipality provides 30 days' notice to Contractor prior to the automatic extension of its intent not to renew this Authorization to Order.

Revised: Amendment No. 2 - 7/20/99



CALIFORNIA'S HOME TEAM



4. A. If Municipality, prior to the expiration of the term set forth in preceding paragraph, terminates this Authorization to Order or disconnects all of a particular Service (i.e., Centrex, voice mail, ISDN/PRI, DSL, etc.) provided pursuant to this Authorization to Order, Municipality shall pay a termination charge based on 65% of the Municipality's highest bill for the disconnected Service(s) provided hereunder multiplied by the number of months remaining in the term of this Authorization to Order, plus any unrecovered nonrecurring charges owed to Contractor on the date of termination.

Notwithstanding the preceding sentence, if the State terminates the Agreement, in whole or in part, prior to the expiration of its term, Municipality may, with respect to the Services terminated by the State, (i) continue to subscribe to the Service(s) under the terms of the Agreement for the remainder of the term of this Authorization to Order, or (ii) terminate this Authorization to Order without being subject to the termination charge set forth above.

B. Notwithstanding the first sentence in Section 4.A. above, if, after the first fiscal year in which a particular Service acquired hereunder is installed, funds are not appropriated to continue paying for that particular Service in a subsequent fiscal year or universal service discounts are not received to enable Municipality to pay for that particular Service in a subsequent year, then Municipality may terminate this Authorization to Order as it relates to that particular Service as of the last day for which funds were appropriated or universal service discounts were received ("Date of Termination"), without being subject to the termination charge set forth above; provided, however, that Municipality shall be obligated to pay all charges incurred through the Date of Termination, plus any unrecovered nonrecurring charges which may be owed Contractor on the Date of Termination. Municipality shall use its best efforts to obtain funding or universal service discounts for the particular Service(s) provided hereunder.

(i) If the federal universal service discount program is discontinued, Municipality may terminate this Authorization to Order as set forth in Section 4.B. above.

(ii) If Municipality exercises its right to terminate this Authorization to Order for non-appropriation or ineligibility to receive universal service discounts under the then current program, Municipality agrees not to obtain substantially similar equipment and/or services to replace those provided hereunder for one year following the Date of Termination. Municipality may exercise such right to terminate upon delivery to Contractor of a 30 day written notice setting forth the reason for termination and within 30 days following the delivery of such written notice, Municipality shall provide Contractor a legal opinion of counsel that no funds have been appropriated or otherwise made available for payments due under this Authorization to Order or that Municipality is ineligible to receive universal service discounts under the Agreement and funds have not been made available for the acquisition of substantially similar equipment and/or services to replace those provided hereunder.

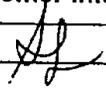
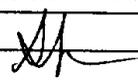
5. Municipality, upon execution of this form, certifies that Municipality understands that Contractor and the State may, from time to time and without Municipality's consent, amend the terms and conditions of the Agreement thereby affecting the terms of the Service(s) Municipality receives from Contractor.

Revised: Amendment No. 2 - 7/20/99

PACIFIC BELL MCI

CALIFORNIA'S HOME TEAM

BAYSHORE ELEMENTARY SCHOOL DISTRICT

Services Selected	Voice Network - Products and Services	Customer Initials
X	Local Usage	
	Group Video	
	Advanced Intelligent Network (CVN)	
Services Selected	Line Side - Products and Services	Customer Initials
X	Bus Access Lines	
	ISDN	
	Centrex	
	ACD (Centrex)	
	Acct. Codes	
	PBX Trunks	
	SuperTrunk	
	CompuCall	
Services Selected	Data - Products and Services	Customer Initials
	Analog Circuits	
	Adv. Digital Network	
X	HICAP/T1	
	DS3	
	SONET Dedicated Ring (ICB)	
	SONET Circuit Svc.	
	PRI ISDN	
X	Frame Relay	
	Managed Frame Relay	
	ATM	
	DSL	
Services Selected	Additional Required - Products and Services	Customer Initials
X	Bldg. Wiring (jacks)	
	Inside Wire Repair Plan (Voice)	
	Inside Wire Repair Plan (Data)	
	Billing Products	
Services Selected	Other - Products and Services	Customer Initials
	Pacific Bell Internet Services	
	Pacific Bell Information Services IVR/Call Router	
X	Pacific Bell Information Services Voice Mail	

Revised: Amendment No. 2 - 7/20/99



CALIFORNIA'S HOME TEAM



6. Municipality, upon execution of this form, certifies that Municipality has received and has reviewed the terms and conditions, including the rates and charges, of the Agreement.

7. Whenever any notice or demand is to be given under this Agreement to Contractor or Municipality, the notice shall be in writing and addressed to the following:

Municipality:
Bayshore Elementary School District
1 Martin Street
Daly City, CA 94014
Attn: Don Peck

Contractor:
Pacific Bell/MCI
610 Sequoia Pacific Blvd.
Sacramento, CA 95814
Attn: Contract Program Manager

Notices delivered by overnight courier service (U.S. Express Mail, Federal Express, Purolator or Airborne) shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to Order to be executed on the date shown below by their respective duly authorized representatives.

CONTRACTOR

BAYSHORE ELEMENTARY SCHOOL
DISTRICT
(Municipality)

By: Alayne Finkle

By: Susan Larramendy

Print Name: Alayne Finkle

Print Name: Susan Larramendy

Title: Director - Custom Contract

Title: Superintendent

Date Signed: 1-18-00

Date Signed: 1-18-00

Approved By:
Department of General Services,
Telecommunications Division

By: Debra Wisniewski

Print Name: Debra Wisniewski

Title: Telecom Analyst

Date Signed: 1-18-00

Revised: Amendment No. 2 - 7/20/99



CALIFORNIA'S HOME TEAM



SAN MATEO COUNTY OFFICE OF EDUCATION

Floyd Gonella, Ed.D., County Superintendent of Schools

AGREEMENT FOR DIGITAL CALIFORNIA PROJECT ACCESS AND INTERNET ACCESS

THIS AGREEMENT, entered into this 1st day of July, 2002, by and between the San Mateo County Superintendent of schools, (hereinafter Superintendent) and the Bayshore School District (hereinafter District).

WITNESSETH

WHEREAS, pursuant to Education Code Sections 1250, 11000, and 39646 and 39647, Superintendent, may enter into an agreement with the governing board of any school district in the territory under his jurisdiction to provide Internet access; and

WHEREAS, District is a school district in the territory under the Superintendent's jurisdiction; and

WHEREAS, District wishes to contract with the Superintendent for Internet access and Superintendent is willing to supply Internet access to said District;

NOW, THEREFORE, Superintendent and district agree as follows:

1. SERVICES

A. SUPERINTENDENT SHALL:

1. provide Digital California Project access and Internet access by enabling the district to connect a data circuit to the San Mateo County Office of Education's Internet network center. The data circuit can be: (a) T-1 circuit; or (b) a full T-1 circuit; (c) an ATM circuit
2. provide network management from the San Mateo County Office of Education router to the District router.

B. DISTRICT RESPONSIBILITY

1. District is responsible for the cost of the data circuit to the San Mateo County Office of Education router.

Instructional Services Division
Educational Technology and Media Services

2. All necessary phone circuits and equipment from the district to the San Mateo County Office of Education shall be provided by the District and are not included in the contract cost.

3. While the San Mateo County Office of Education will provide network management from the County Office of Education to the District's router, each user is responsible for the integrity of its District's network.

2. PAYMENT

In consideration of the services set forth above to be performed by the Superintendent, District shall pay Superintendent the sum of \$6000

3. TERM

The services outlined above shall be provided from ~~July 1, 2002~~ to June 30/2003.

4. ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties.

5. ASSIGNABILITY

Internet access or the Digital California access may not be assigned or subleased to any other party for any purpose. It may not be used at any location other than the buildings designated.

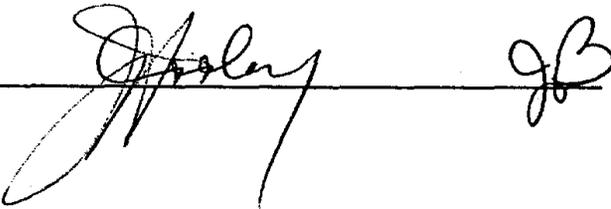
6

INDEMNIFICATION

District shall instruct its personnel and students about copyright laws and the proper use of the Internet. It shall ensure that personnel and students abide by the policies and regulation of Superintendent's Internet Program. District shall defend, hold harmless and indemnify the Superintendent, his agents and his employees from any damage or injuries which may occur to persons or property as a result of its use of Superintendent's communications facilities.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

By  Dated: 6/17/02

BAYSHORE SCHOOL DISTRICT

By  Dated: 7/9/02



SAN MATEO COUNTY OFFICE OF EDUCATION

John Mehl, Ph.D., County Superintendent of Schools

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WHEREAS, District wishes to contract with the Superintendent for Internet access and Superintendent is willing to supply Internet access to said District;

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1. Provide Digital California Project access and Internet access by enabling the District to connect a data circuit to the San Mateo County Office of Education's Internet network center. The data circuit can be: (a) T-1 circuit; or (b) a full T-1 circuit; (c) an ATM circuit.
2. Provide network management from the San Mateo County Office of Education router to the District router.

Internet Services

B. DISTRICT RESPONSIBILITY

1. District is responsible for the cost of the data circuit to the San Mateo County Office of Education router.
2. All necessary phone circuits and equipment from the District to the San Mateo County Office of Education shall be provided by the District and are not included in the contract cost.
3. While the San Mateo County Office of Education will provide network management from the County Office of Education to the District's router, each user is responsible for the integrity of its District's network.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

get
By Jessica Schaefer

Dated: 11-13-03

BAYSHORE SCHOOL DISTRICT

By Steph Kistner

Dated: 11/1/03