



Mark Twain Union Elementary School District  
"Fostering a secure and exciting learning environment..."

January 10, 2006

RECEIVED & INSPECTED  
JAN 16 2007  
FCC - MAILROOM

Richard C. Brewer, Ed.D.  
Superintendent

Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Room TW-A325  
Washington, DC 20554

DOCKET FILE COPY ORIGINAL

CC Docket No. 96-45  
CC Docket No. 02-6

Board of Education

Gary McGeorge  
Timothy Randall  
Joey E. Toney  
Jennifer Eltringham  
Diane Bateman

This is a **REQUEST FOR REVIEW** of the Administrator's Decision on Appeal-Funding Year 2006-2007 from USAC dated December 20, 1006.

Applicant Name: Mark Twain Union Elementary School District  
Service Provider: Pacific Bell Telephone  
Funding Request Number: 1418826  
BEN: 144352  
SPIN: 143002665  
Form 471 Application Number 515679

Funding Commitment Decision Letter for Funding Year 2006

Funding Commitment Decision; \$0.00 – Contract Violation  
Funding Commitment Decision Explanation: No contract was in place when the Form 471 certification was filed.

Our appeal is based on the recognition of an administrative error. The Form 470 application number associated with this Form 471 application should have been entered as: 183740000512304.

We currently have a multi-year contract with Pacific Bell Telephone and a new 470 should not have been filed. I have included documentation of the existing contract.

We were contacted in August, 2006 by USAC to confirm the Form 470 number. Unfortunately, the staff member who originally filed the Form 471 was on vacation. Information was erroneously reported to USAC based on the Form 471 in her files – without realizing that, for the Pacific Bell part of the Form 471, the referenced Form 470 should have been from the prior year when the multi-year contract began.

P.O. Box 1359  
Angels Camp, CA 95222  
(209) 736-1855  
FAX: (209) 736-6888

No. of Copies rec'd 0  
List A B C D E

Again, this was a simple clerical error – we believe our funding should be approved. We are a small, rural school district and the loss of this funding would severely impact us.

Our appeal letter to USAC dated November 17, 2006 explained the error. Their response, dated December 20, 2006 stated that our appeal was “Approved” but the funding was denied! I spoke with a representative of USAC on January 9, 2007 and she recognized that this was merely a clerical error. However, she instructed me to file an appeal with your agency.

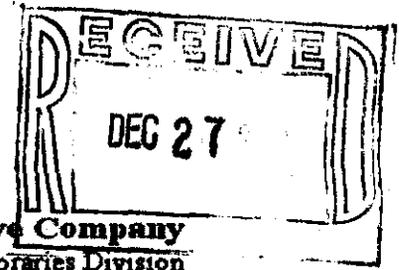
Thank you for your time and consideration. Please feel free to contact me with any questions you may have or if you need additional documentation.



Noreen Kenny  
Mark Twain Union Elementary School District  
P.O. Box 1359  
Angels Camp, CA 95222  
209-736-1859  
Fax: 209-736-6888  
Email: [nkenny@mtwain.k12.ca.us](mailto:nkenny@mtwain.k12.ca.us)



Universal Service Administrative Company  
Schools & Libraries Division



**Administrator's Decision on Appeal – Funding Year 2006-2007**

December 20, 2006

Noreen Kenny  
Mark Twain Union Elementary School District  
P.O. Box 1359  
Angels Camp, CA 95222

Re: Applicant Name: MARK TWAIN UNION ELEM SCH DIST  
Billed Entity Number: 144352  
Form 471 Application Number: 515679  
Funding Request Number(s): 1418826  
Your Correspondence Dated: November 17, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1418826  
Decision on Appeal: **Approved, Funding Denied**  
Explanation:

- Your appeal has brought forward persuasive information that your appeal should be approved. However, the USAC will be unable to provide discounts for your request for the reasons cited below.

During the Appeal Review USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. According to our records, the applicant cited FCC Form 470 application number 153630000563479 on Block 5, Item 12 of the FCC Form 471. During the initial review of the Form 471, Program Integrity (PIA) contacted and informed the authorized contact that for this funding request, the Contract Award Date, February 17, 2005, for the services requested is before the Allowable Contract Date, January 11, 2006, of the

cited Form 470. PIA also informed the authorized contact that the rules of this support mechanism require that the contract award date be after the allowable contract award date. In addition, the authorized contact was given the opportunity to cite an alternate Form 470 establishing the bidding for the services requested on their Form 471 in order to cure the program's violation. In a fax dated August 21, 2006, the authorized contact provided a copy of the contract. The authorized contact's response received August 28, 2006 verified that Form 470 application number 153630000563479 is the Form 470 establishing the bidding requirement for the requested services. As this information was the same as the original input, the program violation was not cured and the request has been denied.

- The Item 21 Attachment you provided in support of your Form 471 application, or documentation provided during review of your application, show that you selected your vendor prior to the end of the 28 day posting period. In your Receipt Notification Letter, USAC notified you that that the earliest date upon which you could sign a contract or enter into an agreement (your Allowable Contract Date) was January 11, 2006. Consequently, USAC denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the website for 28 days prior to signing a contract or entering into an agreement for new products and/or services.
- You selected your vendor for new products and/or services prior to the expiration of the 28 day posting period. FCC Rules require that except under limited circumstances, all Forms 470 received be posted on the USAC website for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. 47 C.F.R. secs. 54.504 (a) (c), 54.511(a) and (c). FCC Rules further require that the Administrator send the applicant a confirmation when the Form 470 has been posted, and inform the applicant of the earliest date upon which they may sign a contract with the vendor it selects. 47 C.F.R. sec. 54.504(b)(4). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Order on Reconsideration, 12 FCC Rcd 10095, 10098, FCC 97-246 para. 9 (rel. Jul. 10, 1997). New products and/or services include tariff telecommunications services that are NOT subject to an existing, binding, written contract.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting

the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company

# USAC



## Universal Service Administrative Company

Schools & Libraries Division

### FUNDING COMMITMENT DECISION LETTER (Funding Year 2006: 07/01/2006 - 06/30/2007)

10-12-06  
Noreen - partial  
Denied I don't  
know why. have not  
had time to look into  
why. But only 60 day  
from date of this to  
Appeal. You may  
want to look into  
it. Thanks!  
*[Signature]*

September 26, 2006

Cheryl Silva  
MARK TWAIN UNION ELEM SCH DIST  
PO Box 1359  
981 TUOLUMNE AVE  
ANGELS CAMP, CA 95222

Re: Form 471 Application Number: 515679  
Billed Entity Number (BEN): 144352  
Billed Entity FCC RN: 0011958451  
Applicant's Form Identifier: 0607T1LINE

Thank you for your Funding Year 2006 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$3,088.93 is "Approved."
- The amount, \$4,776.99 is "Denied." *PAC BELL*

Please refer to the Report on the page following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file Form 486 (Receipt of Service Confirmation Form). A guide that provides a definition for each line of the Report precedes the Report.

A list of Important Reminders and Deadlines is included with this letter to assist you throughout the application process.

#### NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

#### TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,
  - Applicant BEN and Service Provider Identification Number (SPIN),
  - Form 471 Application Number 515679 as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2006," AND



**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"). The term of the Agreement ends December 3, 2005. The State may, at its sole discretion, extend the Agreement for three additional one year periods. 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") upon execution of this Authorization to Order. A description of the Service, applicable rates and charges and the specific terms and conditions under which the Service 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. MARK TWAIN SCHOOL DISTRICT 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 specific Service identified in Attachment 1, to utilize the Agreement as Municipality's single source for procuring the particular Service Identifier (e.g., Local Usage, Centrex, Dedicated Services, Building Wiring, Pacific Bell Voice Mail) listed in the applicable Service Categories (i.e., Line Side Products and Services, Voice Network Products and Services, Data Products and Services, Additional Required Products and Services, and Other Services) during the term of the Authorization to Order. For example, if Municipality selects the Service Category Data Products and Services and the Service Identifier Dedicated Services, Municipality is agreeing to utilize the Agreement as Municipality's single source for procuring all Dedicated Services and services possessing largely equivalent applications to the Dedicated Services.

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"). The Service(s) ordered under this Authorization to Order shall commence on July 1, 2005 ("Service Date"). Upon the Service Date, this Authorization to Order supersedes and replaces in its entirety the Authorization to Order dated May 24, 2001, issued under the Agreement. Unless sooner terminated as provided herein, this Authorization to Order shall remain in effect for the term Municipality has indicated below (check one).

X Five-years from the Effective Date, but not beyond December 3, 2008. This Authorization to Order is subject to one year extensions, but in no event shall any such extension extend beyond December 3, 2008. 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. Any work in progress or Service provided under this

Revised: Amendment No. 11



Authorization to Order at the time the Agreement expires or is terminated shall be handled as set forth in the second paragraph of Section 4 below.

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. Any work in progress or Service provided under this Authorization to Order at the time the Agreement is terminated shall be handled as set forth in the second paragraph of Section 4 below.

\_\_\_\_\_ years from the Effective Date, but not beyond December 3, 2008. (Applies only to Services with term pricing as specifically authorized in the applicable Rider B and Rider C.) This Authorization to Order is subject to one year extensions, but in no event shall any such extension extend beyond December 3, 2008. 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. Any Services with term pricing provided under this Authorization to Order at the time the Agreement expires or is terminated shall be handled as set forth in the second paragraph of Section 4 below.

4. A. If Municipality, prior to the expiration of the term set forth in preceding paragraph, (i) terminates this Authorization to Order, (ii) disconnects over 50% of a particular Service provided pursuant to this Authorization to Order, or (iii) disconnects any portion of a Service provided pursuant to this Authorization to Order and replaces the disconnected Service with a different service/functionality in violation of Section 1 above, Municipality shall pay one of the following termination charges: (a) if Municipality terminated all of a particular Service, a termination charge based on 65% of the Municipality's highest bill for the disconnected Service 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; or (b) if Municipality terminated less than all of a particular Service, a termination charge based on the monthly charges for the terminated Service 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, no termination charge shall apply if all existing traffic volumes carried by the terminated service has been migrated to a like-Service offered under this Agreement.

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

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**PACIFIC BELL MCI**

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 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 Municipality receives from Contractor. Municipality further understands that the State will have access to all billing information, including that of the Municipality, for the sole purpose of conducting audits pertaining to Contractor's performance under the Agreement.

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:  
MARK TWAIN SCHOOL DISTRICT  
981 Tuolumne Avenue  
Angels Camp, CA  
Attn: Rick Brewer

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

MARK TWAIN SCHOOL DISTRICT

(Municipality)

By: Aime Ryals  
Print Name: Aime Ryals  
Title: Contract Manager  
Date Signed: 2-17-05

By: Regina Reynolds  
Print Name: REGINA REYNOLDS  
Title: BUSINESS MANAGER  
Date Signed: 2-15-05

Approved By:  
Department of General Services,  
Telecommunications Division

By: Diane Osborne  
Print Name: Diane Osborne  
Title: Telecom Analyst  
Date Signed: 2-17-05

Revised: Amendment No. 11



Services Selected	VOICE NETWORK – PRODUCTS AND SERVICES	Customer Initials
X	Local Usage	<i>ML</i>
	Group Video	
	Advanced Intelligent Network (CVN)	
Services Selected	LINE SIDE – PRODUCTS AND SERVICES	Customer Initials
X	Bus Access Lines	<i>ML</i>
	ISDN	
X	Centrex	
	ACD (Centrex)	
	Acct. Codes	
	PBX Trunks	
	SuperTrunk	
	CompuCall	
Services Selected	DATA – PRODUCTS AND SERVICES	Customer Initials
X	Dedicated Services: Analog Circuits, Adv. Digital Network, HICAP/T1, DS3, SONET Circuit Svc.	<i>ML</i>
	SONET Dedicated Ring (ICB)	
	PRI/ISDN	
	Frame Relay & ATM: Frame Relay, ATM	
	Managed Frame Relay	
	DSL	
Services Selected	ADDITIONAL REQUIRED – PRODUCTS AND SERVICES	Customer Initials
	Bldg. Wiring Services: Wiring, Jacks Inside Wire Repair Plan (Voice) Inside Wire Repair Plan (Data)	
	Billing Products	
Services Selected	OTHER SERVICES – PRODUCTS AND SERVICES	Customer Initials
	Pacific Bell Internet Services	
	Pacific Bell Information Services IVR/Call Router	
	Pacific Bell Information Services Voice Mail	

Revised: Amendment No. 11

**PACIFIC BELL MCI**

# Mark Twain Elementary School District - Angels Camp, CA

## Outgoing Local and Local Toll Calling - Usage Billing History for 2005

Report provided by: Dennis Neroda, Senior Account Manager, SBC California

Report data is based upon Calendar Year 2005 data.

SPIN NAME: Pacific Bell

SPIN NUMBER: 143002665

**SBC PACIFIC BELL TELECOMMUNICATIONS - CALNET**  
 Contract # 20050217-0498 Contract Effective Dates: 7-1-2005 through 12-31-2008  
 SPIN# 143002665 Contract Customer Signed Date: 2-15-2005  
 E-Rate Year 7/1/2005-06/30/2007 Contract SBC Signed Date: 7-17-2005

This report is ONLY for the SPIN Name and SPIN Number above, and does NOT include any costs for other SBC services provided under a different SPIN - such as SBC Advanced Solutions, Inc., Pacific Bell Internet Services, SBC DataComm, Cingular Wireless, or Southwestern Bell Communications Services (SBC Long Distance).

The identification of certain services as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. The authority for such conclusions rests with the SLD and/or FCC as administrators of the E-Rate program.

The following represents a summary of the E-Rate applicant's existing services with SBC. The summary is provided by SBC to assist the applicant, but is not guaranteed by SBC as being 100% accurate. It is the responsibility of the applicant to determine the actual services being obtained from SBC for any E-Rate application and to follow all applicable E-Rate Program Rules for any such application.

Customer Name	Category Description	2005-01	2005-02	2005-03	2005-04	2005-05	2005-06	2005-07	2005-08	2005-09	2005-10	2005-11	2005-12	12-Month Total	Monthly Average
MARK TWAIN SCHOOL	Local Usage	\$ 69.02	\$ 141.70	\$ 117.79	\$ 103.76	\$ 138.38	\$ 129.77	\$ 62.15	\$ 15.04	\$ 47.78	\$ 63.67	\$ 71.89	\$ 59.68	\$ 1,020.63	\$ 85.05
MARK TWAIN SCHOOL	Switched IntraLATA Usage	\$ -	\$ -	\$ -	\$ 0.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.02	\$ -	\$ 0.17	\$ 0.01

# Mark Twain Elementary School District - Angels Camp, CA

## Outgoing Local and Local Toll Calling - Usage Billing History for 2005

Report provided by: Dennis Neroda, Senior Account Manager, SBC California

Report data is based upon Calendar Year 2005 data.

SPIN NAME: Pacific Bell

SPIN NUMBER: 143602665

**SBC/PACIFIC BELL TELECOMMUNICATIONS - CARNET**  
 Contract # 20050217-0030 Contract Effective Dates: 7-7-2005 through 12-31-2005  
 SPIN # 143602665 Contract Customer Signed Date: 2-15-2005  
 E-Rate Year 1/1/2006-01/31/2007 Contract SBC Signed Date: 2-17-2005

This report is ONLY for the SPIN Name and SPIN Number above, and does NOT include any costs for other SBC services provided under a different SPIN - such as SBC Advanced Solutions, Inc., Pacific Bell Internet Services, SBC DataComm, Cingular Wireless, or Southwestern Bell Communications Services (SBC Long Distance).

The identification of certain services as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. The authority for such conclusions rests with the SLD and/or FCC as administrators of the E-Rate program.

The following represents a summary of the E-Rate applicant's existing services with SBC. The summary is provided by SBC to assist the applicant, but is not guaranteed by SBC as being 100% accurate. It is the responsibility of the applicant to determine the actual services being obtained from SBC for any E-Rate application and to follow all applicable E-Rate Program Rules for any such application.

Customer Name	Category Description	2005-01	2005-02	2005-03	2005-04	2005-05	2005-06	2005-07	2005-08	2005-09	2005-10	2005-11	2005-12	12-Month Total	Monthly Average
MARK TWAIN SCHOOL	Local Usage	\$ 69.02	\$ 141.70	\$ 117.79	\$ 103.76	\$ 138.38	\$ 129.77	\$ 62.15	\$ 15.04	\$ 47.78	\$ 63.67	\$ 71.89	\$ 59.68	\$ 1,020.63	\$ 85.05
MARK TWAIN SCHOOL	Switched IntraLATA Usage	\$ -	\$ -	\$ -	\$ 0.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.02	\$ -	\$ 0.17	\$ 0.01

## Mark Twain Elementary School District - Angels Camp, CA

### Existing Services Report for all SBC California / Pacific Bell / AT&T California Services.

Report provided by: Dennis Neroda, Senior Account Manager, SBC California

Report data is based upon December, 2005 data.

SPIN NAME: Pacific Bell

SPIN NUMBER: 143002665

**SBC PACIFIC BELL TELECOMMUNICATIONS - GALNET**

Contract # 20050217-0498

SPIN # 143002665

E-Rate Year 7/1/2006-06/30/2007

Contract Effective Dates: 7/1/2005 through 12-31-2008

Contract Customer Signed Date: 2-15-2005

Contract SBC Signed Date: 2-17-2005

This report is ONLY for the SPIN Name and SPIN Number above, and does NOT include any costs for other SBC services provided under a different SPIN - such as SBC Advanced Solutions, Inc., Pacific Bell Internet Services, SBC DataComm, Cingular Wireless, or Southwestern Bell Communications Services (SBC Long Distance).

This report does NOT include variable Usage Costs provided under the SPIN Name and SPIN Number above, for outgoing Local Calls and Local Toll Calls (Intra-LATA), and does NOT include all applicable Taxes and Surcharges. Your monthly bills are the most-complete and accurate source for such costs. Separate reports on Local Call Usage, Local Toll Call Usage, Toll-Free Usage, and Long Distance Usage, as applicable, are provided on the other worksheets within this Excel file, for your reference.

The identification of certain services as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. The authority for such conclusions rests with the SLD and/or FCC as administrators of the E-Rate program.

The following represents a summary of the E-Rate applicant's existing services with SBC. The summary is provided by SBC to assist the applicant, but is not guaranteed by SBC as being 100% accurate. It is the responsibility of the applicant to determine the actual services being obtained from SBC for any E-Rate application and to follow all applicable E-Rate Program Rules for any such application.

Billing Telephone Number	Class Of Svc	Type of Service	Bill Name	Bill Name2	Service Address	Working Telephone Number	Circuit Number	Monthly Cost	SPIN Name	SPIN Number
209-736-0130-783	1MB	Business Line	MARK TWAIN SCHL DIST		612 STANISLAUS AV	209-736-0130		\$14.02	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	881 TUOLUMNE AV	209-736-1855		\$15.15	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1856		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1857		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1858		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1859		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1860		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1861		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1862		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1863		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1864		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-8888		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-9103		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-0495		\$13.74	Pacific Bell	143002665
<b>14 Regular Business Access Lines:</b>								<b>\$194.05</b>	Pacific Bell	143002665

E-Rate 2-2006 Mark Twain SD Svc

Billing Telephone Number	Class Of Svc	Type of Service	Bill Name	Bill Name2	Service Address	Working Telephone Number	Circuit Number	Monthly Cost	SPIN Name	SPIN Number
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6522		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6527		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6528		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6529		\$11.04	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6530		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6531		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6532		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6533		\$21.22	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6534		\$11.07	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6535		\$14.32	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6536		\$11.11	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6537		\$11.14	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6538		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6539		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6540		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6541		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6542		\$11.04	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6543		\$11.04	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6544		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6545		\$10.89	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6546		\$11.04	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6562		\$11.04	Pacific Bell	143002665
209-736-6533-689	25J6B	Centrex	MARK TWAIN SCHOOL	DISTRICT	646 STANISLAUS AV	209-736-6563		\$10.89	Pacific Bell	143002665
							<b>23 Centrex Lines:</b>	<b>\$265.63</b>	Pacific Bell	143002665
234-271-9606-250	PLX	T1 Circuit	MARK TWAIN UNION ELEM	SCHL DST ATT G REYNOLDS		234-271-9606	19HCQA279609-001PT	\$183.00	Pacific Bell	143002665
235-258-5356-981	PLX	T1 Circuit	MARK TWAIN UNION	ELEMENTARY SD		235-258-5356	19HCQS365356-001PT	\$136.00	Pacific Bell	143002665
238-371-5706-656	PLX	T1 Circuit	MARK TWAIN ELEM SCHL			238-371-5706	19HCQA211729-001PT	\$170.00	Pacific Bell	143002665
							<b>3 T1 Data Circuits for Wide Area Network:</b>	<b>\$489.00</b>	Pacific Bell	143002665

## Mark Twain Elementary School District - Angels Camp, CA

### Existing Services Report for all SBC California / Pacific Bell / AT&T California Services.

Report provided by: Dennis Neroda, Senior Account Manager, SBC California

Report data is based upon December, 2005 data.

SPIN NAME: Pacific Bell

SPIN NUMBER: 143002665

#### SBC-PACIFIC BELL TELECOMMUNICATIONS - GARNET

Contract# 20050217-0498

Contract Effective Dates: 7-1-2005 through 12-3-2008

SPIN# 143002665

Contract Customer Signed Date: 2-15-2005

E-Rate Year: 7/1/2006-06/30/2007

Contract SBC Signed Date: 2-17-2005

This report is ONLY for the SPIN Name and SPIN Number above, and does NOT include any costs for other SBC services provided under a different SPIN - such as SBC Advanced Solutions, Inc., Pacific Bell Internet Services, SBC DataComm, Cingular Wireless, or Southwestern Bell Communications Services (SBC Long Distance).

This report does NOT include variable Usage Costs provided under the SPIN Name and SPIN Number above, for outgoing Local Calls and Local Toll Calls (Intra-LATA), and does NOT include all applicable Taxes and Surcharges. Your monthly bills are the most complete and accurate source for such costs. Separate reports on Local Call Usage, Local Toll Call Usage, Toll-Free Usage, and Long Distance Usage, as applicable, are provided on the other worksheets within this Excel file, for your reference.

The identification of certain services as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. The authority for such conclusions rests with the SLD and/or FCC as administrators of the E-Rate program.

The following represents a summary of the E-Rate applicant's existing services with SBC. The summary is provided by SBC to assist the applicant, but is not guaranteed by SBC as being 100% accurate. It is the responsibility of the applicant to determine the actual services being obtained from SBC for any E-Rate application and to follow all applicable E-Rate Program Rules for any such application.

Billing Telephone Number	Class Of Svc	Type of Service	Bill Name	Bill Name2	Service Address	Working Telephone Number	Circuit Number	Monthly Cost	SPIN Name	SPIN Number
209-736-0130-783	1MB	Business Line	MARK TWAIN SCHL DIST		612 STANISLAUS AV	209-736-0130		\$14.02	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1855		\$15.15	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1856		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1857		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1858		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1859		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1860		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1861		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1862		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1863		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-1864		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-6888		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-9103		\$13.74	Pacific Bell	143002665
209-736-1855-048	1MB	Business Line	MARK TWAIN SCHL DIST	MARK TWAIN UN ELE SCH	981 TUOLUMNE AV	209-736-9495		\$13.74	Pacific Bell	143002665
<b>14 Regular Business Access Lines:</b>								<b>\$194.05</b>	Pacific Bell	143002665

