



## C I T Y C H A R T E R H I G H S C H O O L

717 Liberty Avenue, Suite 900 • Pittsburgh, PA 15222 • Phone: 412.690.2489 • Fax: 412.690.2316

Received &amp; Inspected

Richard Wertheimer, Ed.D.  
Co-Founder, CEO & Principal

OCT 22 2008

wertheimer@cityhigh.org  
www.cityhigh.org

October 21, 2008

FCC Mail Room

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
9300 East Hampton Drive  
Capitol Heights, MD 20743CC Docket No. 02-6  
Request for Waiver

|     |                              |                          |
|-----|------------------------------|--------------------------|
| Re: | Applicant Name:              | CITY CHARTER HIGH SCHOOL |
|     | Form 471 Application Number: | 607503                   |
|     | Billed Entity Number:        | 16020069                 |
|     | SPIN:                        | 143025554                |
|     | FRN:                         | 1674003                  |
|     | Original USAC Decision Date: | June 10, 2008            |
|     | USAC Appeal Postmark Date:   | August 20, 2008          |
|     | Appeal USAC Decision Date:   | August 25, 2008          |

Internet Services for 2008/2009

To Whom It May Concern:

The purpose of this letter is to request a waiver of the 60 day deadline for filing an appeal with the USAC regarding its original Funding Commitment Decision Letter for Funding Year 2008. By letter dated August 25, 2008 (enclosed), the USAC stated that "FCC rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed" and, therefore "FCC rules do not permit the USAC to consider your (our) appeal". Our appeal letter was postmarked on August 20, 2008, 71 days after the decision letter being appealed. The reason for the late appeal is stated in the August 19, 2008 appeal letter to the USAC (enclosed), and reiterated below.

It is our request that the 60 day appeal deadline be waived so that the facts and circumstances of our original appeal can be fully considered. The original Funding Commitment Decision Letter for Funding Year 2008 stated that funding was denied due to "Contract Violation - No contract was in place when the Form 471 certification was filed". This issue is also addressed in the August 19, 2008 appeal letter to the USAC.

Regarding the request for waiver and the original appeal, enclosed please find the following documents:

- Copy of Administrator's Decision on Appeal for Funding Year 2008. No. of Copies 1
- Copy of Letter of Appeal to the USAC, dated August 19, 2008. List ABCDE
- Copy of Funding Commitment Decision Letter for Funding Year 2008.



- Copy of original response to Mr. Louis S. Batoff of Schools and Libraries Division, Program Integrity Assurance, dated May 16, 2008.
- Copy of the RFP for Internet Service beginning July 1, 2008.
- Copy of the original proposal from Expedient dated January 4, 2008.
- Copy of the Board Resolution to enter into a 3 year contract with Expedient for Internet Services beginning July 1, 2008. The resolution was approved on March 12, 2008.
- Copy of the contract with Expedient dated and signed March 18, 2008 by City Charter High School and March 21, 2008 by Expedient.

As stated in the enclosed August 19, 2008 letter of appeal, we filed our appeal slightly outside of the 60 day timeframe required for appeal of the June 10, 2008 Funding Commitment Decision Letter. We ask that the FCC take into account that we are a high school with limited administrative operations during the summer months - the timeframe that the appeal was required to be filed. As a result, we filed our appeal 11 days after the required timeframe.

If the request for waiver of the 60 day postmarked appeal deadline is granted, following are the underlying facts and circumstances to be considered in our case.

As stated in the enclosed May 16, 2008 letter, our Internet Service was competitively bid using Form 470 # 590670000646363 which was filed on 12/06/2007. FY2008 Form 471 #607503 for Internet Service was filed and certified on 1/22/2008 using a Contract Award Date (CAD) of 2/13/2008. This CAD was utilized because that was the date of our next scheduled Board Meeting and we intended to have the contract with Expedient approved at that meeting.

Due to limited availability of Board Members, the 2/13/2008 meeting was conducted via teleconference and was abbreviated. As a result, the Expedient contract was ultimately presented and approved at the March 12, 2008 Board Meeting.

Although we had bids in hand and had prepared the recommendation to our Board that we contract with Expedient for Internet Services, we were not able to provide a contract award date prior to submission of the Form 471 certification.

We trust that your review of the enclosed documents and explanation will enable you to make a favorable determination with regard to our request for waiver and our appeal of the original funding decision.

If you need any additional information or have further questions, please contact either myself or Kelly Walsh at (412) 690-2489 or [business@cityhigh.org](mailto:business@cityhigh.org). Our address and fax number are provided above.

Sincerely,

Richard Wertheimer  
CEO/Principal

Enclosures

We are an equal rights and opportunity charter school.

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**Universal Service Administrative Company**  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2008-2009**

August 25, 2008

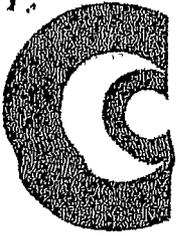
Richard Wertheimer  
City Charter High School  
717 Liberty Avenue, Suite 900  
Pittsburgh, PA 15222

Re: Applicant Name: CITY CHARTER HIGH SCHOOL  
Billed Entity Number: 16020069  
Form 471 Application Number: 607503  
Funding Request Number(s): 1674003  
Decision Letter Date: June 10, 2008  
Date Appeal Postmarked: August 20, 2008  
Your Correspondence Dated: August 19, 2008

Our records show that your appeal was postmarked more than 60 days after the date your Funding Commitment Decision Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, 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 POSTMARKED within 60 days of the above 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.

Schools and Libraries Division  
Universal Service Administrative Company



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Richard Wertheimer, Ed.D.  
Co-Founder, CEO & Principal

wertheimer@cityhigh.org  
www.cityhigh.org

August 19, 2008

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
100 S. Jefferson Road  
P.O. Box 902  
Whippany, NJ 07981

Appeal Regarding: City Charter High School, Appellant  
Lightstream Network Services, Inc. (dba Expedient),  
Service Provider

Application Number: 607503  
BEN: 16020069  
SPIN: 143025554  
FRN: 1674003  
Internet Services for 2008/2009

To Whom It May Concern:

The purpose of this letter is to appeal the Funding Commitment Decision Letter for Funding Year 2008, which stated that funding was denied due to "Contract Violation - No contract was in place when the Form 471 certification was filed".

Regarding the appeal, enclosed please find the following documents:

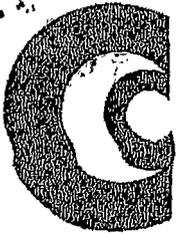
- Copy of Funding Commitment Decision Letter for Funding Year 2008.
- Copy of original response to Mr. Louis S. Batoff of Schools and Libraries Division, Program Integrity Assurance, dated May 16, 2008.
- Copy of the RFP for Internet Service beginning July 1, 2008.
- Copy of the original proposal from Expedient dated January 4, 2008.
- Copy of the Board Resolution to enter into a 3 year contract with Expedient for Internet Services beginning July 1, 2008. The resolution was approved on March 12, 2008.
- Copy of the contract with Expedient dated and signed March 18, 2008 by City Charter High School and March 21, 2008 by Expedient.

As stated in the enclosed May 16, 2008 letter, our Internet Service was competitively bid using Form 470 # 590670000646363 which was filed on 12/06/2007. FY2008 Form 471 #607503 for Internet Service was filed and certified on 1/22/2008 using a Contract Award Date (CAD) of 2/13/2008. This CAD was utilized because that was the date of our next scheduled Board Meeting and we intended to have the contract with Expedient approved at that meeting.

Due to limited availability of Board Members, the 2/13/2008 meeting was conducted via teleconference and was abbreviated. As a result, the Expedient contract was ultimately presented and approved at the March 12, 2008 Board Meeting.

We are an equal rights and opportunity charter school.

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It is important to note that:

- competitive bids were solicited via the Form 470;
- the appropriate bid period was observed;
- the Form 471 was submitted correctly; and
- the Erate process was followed.

Although we had bids in hand and had prepared the recommendation to our Board that we contract with Expedient for Internet Services, we were not able to provide a contract award date (board approved) prior to submission of the Form 471 certification.

We trust that your review of the enclosed documents and explanation will enable you to make a favorable determination with regard to our appeal of the original funding decision.

Although we are slightly outside of the 60 day timeframe required for appeal of the June 10, 2008 Funding Commitment Decision Letter, please take into account that we are a high school with limited administrative operations during the summer months, the timeframe that the appeal was required to be filed.

If you need any additional information or have further questions, please contact either myself or Kelly Walsh at (412) 690-2489 or [business@cityhigh.org](mailto:business@cityhigh.org). Our address and fax number are provided above.

Sincerely,

Richard D. Wertheimer  
Principal and CEO

Enclosures



**FUNDING COMMITMENT DECISION LETTER**  
(Funding Year 2008: 07/01/2008 - 06/30/2009)

June 10, 2008

Kelly Walsh  
CITY CHARTER HIGH SCHOOL  
717 LIBERTY AVENUE, SUITE 900  
PITTSBURGH, PA 15222

Re: Form 471 Application Number: 607503  
Billed Entity Number (BEN): 16020069  
Billed Entity FCC RN: 0013658513  
Applicant's Form Identifier: Internet08

Thank you for your Funding Year 2008 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, \$13,440.00 is "Denied."

Please refer to the Report 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 FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

**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 applicant) - as products and services are being delivered and billed

**TO APPEAL THIS DECISION:**

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, 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 607503 as assigned by USAC,
  - ✓ "Funding Commitment Decision Letter for Funding Year 2008," AND
  - ✓ The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org). USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
100 S. Jefferson Road  
P.O. Box 902  
Whippany, NJ 07981

If you wish to appeal a decision in this letter to 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 by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. 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.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company

=====

**FUNDING COMMITMENT REPORT**  
**Billed Entity Name: CITY CHARTER HIGH SCHOOL**  
**BEN: 16020069**  
**Funding Year: 2008**

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 607503  
Funding Request Number: 1674003  
Funding Status: Not Funded  
Category of Service: Internet Access  
Form 470 Application Number: 590670000646363  
SPIN: 143025554  
Service Provider Name: Lightstream Network Services, Inc.  
Contract Number: N/A  
Billing Account Number: 163651625  
Multiple Billing Account Numbers: N  
Service Start Date: 07/01/2008  
Service End Date: N/A  
Contract Award Date: 02/13/2008  
Contract Expiration Date: 06/30/2011  
Site Identifier: 16020069  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$16,800.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$16,800.00  
Discount Percentage Approved by the USAC: 80%  
Funding Commitment Decision: \$0.00 - Contract Violation  
Funding Commitment Decision Explanation: DR1: No contract was in place when the Form 471 certification was filed.

FCDL Date: 06/10/2008

Wave Number: 007

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2009



C I T Y C H A R T E R H I G H S C H O O L

717 Liberty Avenue, Suite 900 • Pittsburgh, PA 15222 • Phone: 412.690.2489 • Fax: 412.690.2316

May 16, 2008

Richard Wertheimer, Ed.D.  
Co-Founder, CEO & Principal

wertheimer@cityhigh.org  
www.cityhigh.org

Louis S. Batoff  
Schools and Libraries Division  
Program Integrity Assurance

**Response Regarding: City Charter High School**

**Application Number: #607503      FRN: #1674003      Internet Services for: 2008/2009**

Dear Mr. Batoff:

Regarding the above FRN, enclosed please find the following documents:

- Copy of the RFP for Internet Service beginning July 1, 2008.
- Copy of the original proposal from Expedient dated January 4, 2008.
- Copy of the Board Resolution to enter into a 3 year contract with Expedient for Internet Services beginning July 1, 2008. The resolution was approved on March 12, 2008.
- Copy of the contract with Expedient dated and signed March 18, 2008 by City Charter High School and March 21, 2008 by Expedient.

As discussed by telephone last week, our Internet Service was competitively bid using Form 470 #590670000646363 which was filed on 12/06/2007. FY2008 Form 471 #607503 for Internet Service was filed and certified on 1/22/2008 using a Contract Award Date (CAD) of 2/13/2008. This CAD was utilized because that was the date of our next scheduled Board Meeting and we intended to have the contract with Expedient approved at that meeting.

However, due to limited availability of several Board Members, the 2/13/2008 meeting was conducted via teleconference and was abbreviated. The Expedient contract was not able to be presented due to the brevity of the meeting. As a result, the Expedient contract was ultimately presented and approved at the March 12, 2008 Board Meeting (Resolution enclosed).

Although we had the bids in hand and had prepared the recommendation to our Board that we contract with Expedient for Internet Services, we were not able to provide a contract award date prior to the submission of the Form 471 certification.

We trust that the enclosed documents and explanation will enable you to complete your review of our Form 471 application for the 2008 Funding Year, and enable you to make a favorable determination with regard to our application.

If you need any additional information or have any further questions, please contact either myself or Kelly Walsh at (412) 690-2489 or [business@cityhigh.org](mailto:business@cityhigh.org).

Sincerely,

Richard D. Wertheimer  
Principal and CEO

Enclosure

We are an equal rights and opportunity charter school.

H I G H S C H O O L A T L I F E S P E E D



C I T Y C H A R T E R H I G H S C H O O L

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Richard D. Wertheimer  
CEO/Principal

[wertheimer@cityhigh.org](mailto:wertheimer@cityhigh.org)  
[www.cityhigh.org](http://www.cityhigh.org)

**CITY CHARTER HIGH SCHOOL**  
**REQUEST FOR PROPOSALS #2008- INTERNET**

City Charter High School annually seeks bids for implementing its comprehensive technology program. City Charter High School is located on the 7<sup>th</sup> through 11<sup>th</sup> floors of the Clark Building at 717 Liberty Ave. in Downtown Pittsburgh. The school occupies five floors with approximately 60,000 square feet of offices and classrooms. The school has 520 students and 72 staff members.

**This RFP is to obtain a multiyear contract for Internet Connectivity. The school prefers a three year contract beginning on July 1, 2008 and ending on June 30, 2011.**

Bidders should provide a comprehensive bid that provides complete information about the service being considered. All costs associated with the service must be provided. Bids must be received by January 11, 2008. Bids should be sent to the following address.

**City Charter High School  
Suite 900  
717 Liberty Avenue  
Pittsburgh, PA 15222**

Bids may also be emailed to Richard Wertheimer ([wertheimer@cityhigh.org](mailto:wertheimer@cityhigh.org)).

Inquiries and questions should be directed to Richard Wertheimer at **412-690-2489** or [wertheimer@cityhigh.org](mailto:wertheimer@cityhigh.org)

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## **I. Background**

City Charter High School has a LAN with:

- Five network wiring closets;
- Over 600 ethernet drops;
- A server closet;
- Network printing in all classrooms;
- Wireless access in all areas; and
- Approximately 600 computers.

Currently, the school's Internet connection is through a local provider who brings fiber to the building and an Ethernet hand off in the schools main wiring closet. The current connectivity is a 10 MB/s Internet Connection with the option for on demand burst capability for higher bandwidth. The Internet provider currently provides the school with 8 IP addresses for use with the schools firewall, servers and web filters. The school's current Internet services contract ends on June 30, 2008.

## **II. Service to be Provided**

City Charter High School is seeking service similar to what it currently has.

1. A 10Mb/s Internet Connection
2. Incremental Burst capability (above 10 Mb/s) for limited on demand usage
3. Report capabilities that allows the customer to monitor usage
4. 24 hour support desk
5. Constant monitoring of the uplink by the service provider
6. 8 external IP addresses to be used for the router, firewall and WWW filter

## **III. Additional Requirements**

1. The vendor must be willing to participate in the FCC Universal Service "Erate" Program.

The Expedient logo features a stylized icon of three curved lines above the word "expedient" in a lowercase, sans-serif font.

**expedient**

# Service Level Agreement

Expedient Communications

January 2006



**Proposal to Provide  
Internet Connectivity**



C I T Y   C H A R T E R   H I G H   S C H O O L

**January 4<sup>th</sup>, 2008**

Mr. Richard Wertheimer  
CEO/Principal  
City Charter High School  
717 Liberty Avenue  
Suite 900  
Pittsburgh, PA 15222

January 4<sup>th</sup>, 2008

Dear Richard,

On behalf of Expedient Communications, I want to thank you and the City Charter High School for the opportunity to present our solution for Internet Connectivity to the City Charter High School.

As the incumbent vendor, Expedient has demonstrated the hands-on knowledge and the ability to implement, monitor and support our Internet service. Having provided this service to City Charter High School since 2004, we value our relationship with your institution and look forward to continuing to do so for the next three years. As such, *and as an active participant in the FCC Universal Service Erate Program*, we are offering a renewal in the amount of **\$1,400.00** per month for the following:

1. 10mps Internet Connection
2. Incremental Burst capability above 10mbps (bursting fee of \$200 per mbps beyond 10mbps)
3. Report capabilities that allows the City Charter High School to monitor usage
4. 8 external IP addresses to be used for the router, firewall and WWW filter

\* Expedient will continue to provide 24x7x365 support and monitoring through our Pittsburgh-based NOC, which is 24x7x365.

\*\* Please note that there will not be any one-time fees and the monthly recurring fee of \$1,400.00 is a discount of \$1,850.00 per month.

Expedient Communications is uniquely qualified to enable flexible, robust and scalable connectivity by way of Ethernet technology for the City Charter High School. We have been recognized by our peers and industry forums for our Ethernet service and our quality of service. In 2005, Expedient received the SUPERQuest Award in the "Network Design and Services" category for their Ethernet Anywhere product from SUPERCOMM, and was named by the Metro Ethernet Forum as a finalist for the first ever United States Carrier Service Provider of the Year Awards. In fact, we manage the country's largest All-Ethernet network.

From the perspective of longevity and stability as an organization, Expedient is a privately-held company that has maintained positive EBITDA since its inception.

For more than thirteen (13) years we have consistently led the market in industry leading technology coupled with unmatched quality of service, which is backed by a 100% Service Level Agreement. Our success stems in part from having our own network. Our ability to provide reliable solutions and establish long-term strategic relationships with our clients are based on tangible value. The elements of the value we provide are: *Scalability, Reliability, Flexibility, Lowest Cost of Ownership* in addition to our award-winning Ethernet service.

In conclusion, I have attached a contract that represents the services and applicable pricing outlined above as well as our Service Level Agreement.

Again, it has been our pleasure servicing you and the members of your institution, and we look forward to continuing our relationship. Should you have questions or need any additional information please do not hesitate to contact me.

Sincerely,

David Saliba  
Regional Manager  
Expedient Communications  
412.316.2860 (office)  
david.saliba@expedient.com

## **Network Latency Delivery Guarantees**

### **North American Network Latency Guarantee Scope**

Expedient's North American Network Latency Guarantee is average round-trip transmissions of 15 milliseconds or less between customer site and Expedient's-designated intra-regional transit backbone network routers ("Hub Routers") in North America.

### **Network Latency Guarantee Remedy**

If Expedient fails to meet any Network Latency Guarantee in any calendar month, Customer's account shall be automatically credited for that month for the pro-rated charges for one day of the Expedient Monthly Fee for the service with respect to which a Network Latency Guarantee has not been met.

## **Network Packet Delivery Guarantees**

### **North American Network Packet Delivery Scope**

Expedient's North American Network Packet Delivery Guarantee is packet delivery of 99.5% or greater between customer site and Expedient-designated Hub Routers in North America.

### **Packet Delivery Guarantee Process**

No credits will be made if failure to meet a Network Packet Delivery Guarantee is attributable to reasons of Force Majeure (as defined in the applicable service agreement).

### **Network Packet Delivery Guarantee Remedy**

If Expedient fails to meet any Network Packet Delivery Guarantee in a calendar month, Customer's account shall be automatically credited for that month for the pro-rated charges for one day of the Expedient Monthly Fee for the service with respect to which a Network Packet Delivery Guarantee has not been met.

## **Service Quality**

### **100% Service Availability Guarantee**

#### **Service Availability Guarantee Scope**

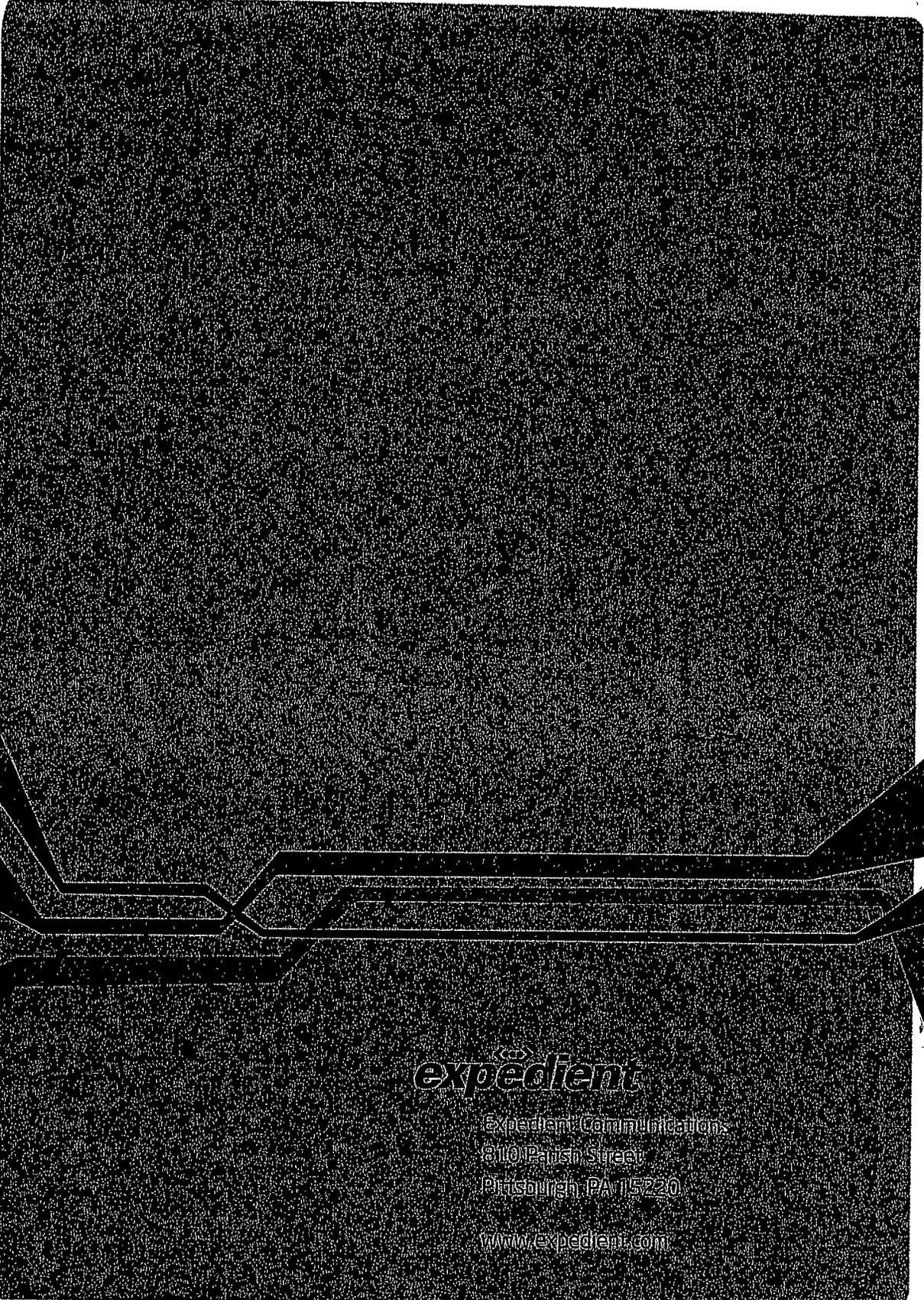
Expedient's Service Availability Guarantee is to have the Expedient Network (as defined in the applicable service agreement) available 100% of the time.

#### **Service Availability Guarantee Process**

At Customer's request, Expedient will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the Expedient Network or a Expedient-ordered telephone company circuit in the contiguous U.S. was not available to Customer, and includes unavailability associated with any maintenance at the Expedient hub to which Customer's circuit is connected other than Scheduled Maintenance. To receive credit if this guarantee has not been met, customers must request SLA credit within 30 days from the date the SLA was not met. Network unavailability will not include Scheduled Maintenance, or any unavailability resulting from (a) any Customer-ordered telephone company circuits, (b) Customer's applications, equipment, or facilities, (c) acts or omissions of Customer, or any use or user of the service authorized by Customer or (d) reasons of Force Majeure (as defined in the applicable service agreement).

#### **Service Availability Guarantee Remedy**

For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request Customer's account shall be credited for the pro-rated charges for one day of the Expedient Monthly Fee with respect to which a Service Availability Guarantee has not been met. To receive credit if this guarantee has not been met, customers must request SLA credit within 30 days from the date the SLA was not met.



*expedient*

Expedient Communications

810 Parish Street

Pittsburgh, PA 15220

[www.expedient.com](http://www.expedient.com)

**EDSYS, INC. d/b/a CITY CHARTER HIGH SCHOOL**  
**2008 BOARD OF TRUSTEES RESOLUTIONS**  
*Page 5*

**RESOLUTION # 5 OF 2008 – Internet Purchase**

AT A DULY ADVERTISED MEETING HELD THE 12<sup>th</sup> DAY MARCH, 2008, THE BOARD OF TRUSTEES REVIEWED AND CONSIDERED THE FOLLOWING RESOLUTION FOR APPROVAL.

Whereas EDSYS, Inc has obtained competitive bids via the E-rate process for the school's internet Service, and

Whereas Expedient Communications was the lowest bidder that fulfilled the bid requirements:

**Be it resolved that EDSYS, Inc. enter into a 3 year contract for internet service from Expedient Communications. Total cost of the purchase is \$1400 per month.**

THIS RESOLUTION IS:

APPROVED

✓

APPROVED AS AMENDED

TABLED

REJECTED



Patrice Johnson,  
Board Secretary



Fiore Londino,  
President Board of Trustees

SEAL

Contract Presentation Date: 3/18/2008

Credit Approval/Terms: \_\_\_\_\_

Account Manager: David Saliba

Acct Type:  New  Upgrade  Renewal  Cancel

Term (in months):  24  36  60  Other \_\_\_\_\_

Expedient Acct. # 163651625

Effective Date: 4/16/08  
(Internal Use Only)

# expedient

Standard Service Agreement Order Form

|   |  |  |  |
|---|--|--|--|
| Company Name: <u>Edsys</u>  |  | Desired Installation Date:   |  |
| Authorized Main Contact:<br><u>Rick Wertheimer</u>  |  | Authorized Main Contact Email Address:<br><u>wertheimer@cityhigh.org</u> |  |
| <b>Technical Information</b>  |  |  |  |
| Installation Address  |  | Tech Contact   |  |
| Address: <u>717 Liberty Avenue</u>  |  | Name: <u>Same</u>  |  |
| City: <u>Pittsburgh</u> Suite/Floor: <u>900</u>   |  | Email:   |  |
| State: <u>PA</u>  |  | Phone:   |  |
| Zip Code: <u>15222</u>  |  | Alternate Phone:   |  |
| <b>Billing Information</b>  |  |  |  |
| Billing Address   |  | Accounting Contact   |  |
| Name: <u>Same</u>   |  | Name: <u>Same</u>  |  |
| Address:  |  | Phone:   |  |
| City: State: Zip:   |  | Email:   |  |
| D&B #:  |  | Fax:   |  |
| <b>Payment Method</b>   |  |  |  |
| Other than for usage-based services, service will be pre-paid monthly. Initial service payment will include pro-rated charges for the current month, plus all charges due for the next month. Please select preferred method of payment:  |  |  |  |
| Invoice: <input checked="" type="checkbox"/> Visa: <input type="checkbox"/> MC: <input type="checkbox"/> Disc: <input type="checkbox"/> Amex: <input type="checkbox"/> EFT: <input type="checkbox"/>  |  |  |  |
| Card #: Ex Date: Name on Card:  |  |  |  |
| Address: City: State: Zip:  |  |  |  |
| EFT Information: Bank Routing #: Bank Account #:  |  |  |  |
| Tax Exempt (if yes attach Cert): <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |  |  |
| <b>Expedient Service Selection</b>  |  |  |  |
| <input type="checkbox"/> Ethernet Anywhere <input type="checkbox"/> Ethernet Transport (MAN) <input type="checkbox"/> Hosting <input type="checkbox"/> Other<br><input checked="" type="checkbox"/> E-Net (OnNet) <input type="checkbox"/> Circuits (T-1, DS3) <input type="checkbox"/> Colocation <input type="checkbox"/> E-Voice |  |  |  |
| Product Description: <u>10Mbps Fiber Internet Service</u>   |  |  |  |
| **All prices and pricing information provided as an Exhibit to the original agreement and/or any subsequent Project Change Request(s) are subject to Expedient Terms & Conditions and are valid for up to thirty calendar (30) days after the Contract Presentation Date.   |  |  |  |
| <b>Authorization</b>  |  |  |  |
| Customer Authorization  |  | Expedient Authorization  |  |
| EDSYS, INC. <u>RICHARD D. WERTHEIMER</u>  |  | <u>Bryan Smith</u>   |  |
| Printed Name: <u>Richard D. Wertheimer</u>  |  | Printed Name: <u>Bryan Smith</u>   |  |
| Signature: <u>[Signature]</u>   |  | Signature: <u>[Signature]</u>  |  |
| Title: <u>CEO / PRINCIPAL</u>   |  | Title: <u>VP of Sales</u>  |  |
| Date: <u>3/18/08</u>  |  | Date: <u>3/21/08</u>   |  |



1. **AGREEMENT.** This agreement ("Agreement") shall govern the services provided hereunder ("Services") to the customer identified herein ("Customer") by Continental Broadband Pennsylvania, Inc. dba Expedient Communications ("Expedient").

2. **EQUIPMENT AND FACILITIES.** At Customer's expense, Expedient will install certain facilities necessary for the Services including, but not limited to, cable, non-inside wiring, conduit, racks, telecommunications equipment, electronic equipment, and any associated hardware ("Facilities") at each premises identified herein ("Premises"); provided that Customer shall be responsible for all inside wiring and related expense. Customer hereby grants Expedient the right to enter Customer-owned Premises from time to time for installation, repair and/or maintenance, as reasonably requested by Expedient. If the Premises are owned by a third party, this Agreement will be contingent upon Expedient's ability to secure a right of entry onto said Premises to provide the Services; and for which Customer agrees to reasonably assist Expedient in obtaining such right to install the Facilities. Customer will not relocate, repair, or disturb Facilities without Expedient's prior written consent, and Customer will promptly notify Expedient of any known or potential damage to Facilities.

3. **ACTIVATION AND/OR DELIVERY.** Expedient will notify Customer upon activation of Services and may request Customer's participation in promptly testing and accepting the Services. The Services will commence upon completion of Expedient's testing and Customer's acceptance of the Services ("Service Commencement Date"). Actions by Customer that prevent or delay activation, testing or acceptance shall not delay the Service Commencement Date.

4. **FACILITY ACCESS AND AVAILABILITY.** Customer acknowledges that Expedient may be required to purchase access to third party facilities in order to deliver service. Customer further acknowledges that availability of these facilities is based on the best information available prior to the Contract Presentation Date including third party representations and government regulations. If prior to service delivery and activation, facilities are determined to be unavailable as a result of changes to either of the conditions mentioned in the preceding sentence; Expedient may modify this agreement to reflect the impact of such changes. If any such modification includes a price increase, the customer may cancel the agreement upon written notice.

5. **TERM.** This Agreement shall be in effect commencing on the effective date set forth herein. The term set forth herein ("Initial Term") shall commence on the Service Commencement Date. After expiration of the Initial Term, this Agreement shall automatically renew for additional terms equal to the length of the Initial Term ("Renewal Term"), unless either party gives written notice at least ninety (90) days prior to the expiration of the Initial Term or subsequent Renewal Term.

6. **PAYMENT.** Customer agrees to pay the fees, taxes and surcharges (collectively "Service Fees" and noting that such taxes and surcharges may change from time to time) set forth herein. The Service Fees will accrue beginning on the Service Commencement Date, and will be billed monthly in advance, other than for usage-based Services which will be billed monthly in arrears. Any and all installation, activation and other non-recurring fees for items such as equipment or consulting services will be billed in the first invoice as a non-recurring fee. Payments shall be made by check payable to Expedient, credit card or by electronic transfer as mutually agreed, and are due upon receipt of invoice. Interest will accrue on past-due balances at one and a half percent (1.5%) per month for any payments not made within fifteen (15) calendar days of invoice date. Should Expedient use legal resources to collect any balance due under this Agreement, Customer agrees to pay all legal fees incurred by Expedient for such collection.

7. **DISCLAIMER OF WARRANTIES/SERVICE CREDITS.** EXPEDIENT MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, AND EXPEDIENT EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Service credits shall be Customer's sole remedy in the event of any failure of the Services. The total amount of service credits that will be extended to Customer shall be limited to 100% of one (1) month's recurring charges in any single monthly billing period.

8. **LIMITATION OF LIABILITY.** In no event shall either party be liable for any indirect, consequential, incidental, or special damages, however caused and on any theory of liability arising out of this Agreement, or the Services provided hereunder, even if such party has been informed of the possibility of such damages. Customer agrees that the amounts payable hereunder by Customer are based in part upon these limitations and further agrees that these limitations shall apply despite any failure of essential purposes of any limited remedy.

9. **TERMINATION.** If either party defaults in the performance of any material provision of this Agreement, then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within ten (10) calendar days (in the case of a monetary default) or thirty (30) calendar days

(in the case of a non-monetary default), this Agreement will be terminated. Expedient may suspend the Services between such time that Customer receives a notice of monetary default and such time that Customer cures such default. If Expedient terminates this Agreement as a result of Customer's default, Customer shall pay as liquidated damages the sum of all remaining monthly Service Fees (as well as any past due balances) due under the balance of the Agreement as well as any and all costs of canceling third-party services related to this Agreement.

10. **RESTRICTIONS ON USE.** Customer agrees that it shall not sell the Services as a whole to others, and that it (and others with access through Customer to the Services) will abide by Expedient's Terms and Conditions for Use of Service (TCUS) as published at [www.expedient.com](http://www.expedient.com), as periodically revised. Inability of Customer to adhere to the TCUS constitutes a material default of this Agreement for which Expedient may terminate this Agreement as outlined in Paragraph 8.

11. **INDEMNIFICATION.** The parties agree to indemnify and hold harmless the other, their respective officers, agents, employees, contractors, subcontractors, suppliers, invitees and representatives, from and against any and all third party claims of loss, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) arising, directly or indirectly, in whole or in part, out of their performance or failure to perform under this Agreement.

12. **FORCE MAJEURE.** Expedient's ability to provide the Services may be impeded by events or actions outside of Expedient's reasonable control, including, without limitation, acts of God, floods, fires, hurricanes, earthquakes, acts of war, labor actions, failure of third-party suppliers, changes in applicable laws and regulations, or any similar actions or events ("Force Majeure"). Expedient shall not be responsible to Customer for any failure to provide the Services due to a Force Majeure event. Customer shall not be liable for Service Fees during any Force Majeure period during which Expedient is unable to provide Services.

13. **CHANGES.** In the event that Customer desires to change the scope of Services, Customer shall provide Expedient with a project change request in an agreed upon form setting forth the requested change. No project change request shall be binding on Expedient until accepted and executed by Expedient.

14. **NOTICES.** Notices required by this Agreement shall be made in writing by personal delivery or mail addressed as set forth herein. Notices shall be deemed given upon delivery, if delivered personally; or in four (4) business days after being deposited in the U.S. Mail as first-class; or in one (1) business day after depositing with a nationally recognized overnight delivery service. For Expedient, notices shall be sent to: General Counsel, 810 Parish St., Pittsburgh, PA 15220. For Customer, notices shall be sent to the address set forth in this Agreement.

15. **ASSIGNMENT.** This Agreement shall be binding upon the parties and their respective successors and assigns. Customer shall not assign or otherwise transfer its rights hereunder or any interest herein without prior written consent of Expedient, provided that either party may freely assign this Agreement to a subsidiary, affiliate, parent, or purchaser of all or substantially all of its assets, and further provided that Customer shall be secondarily liable for its obligations in such an event.

16. **ARBITRATION/GOVERNING LAW.** All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association by a single arbitrator. The arbitrator shall not be authorized to award punitive damages. The arbitration will be held in Pittsburgh, Pennsylvania. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of law principles.

17. **ENTIRE AGREEMENT/SEVERABILITY/NON-WAIVER.** This Agreement constitutes the parties' entire understanding related to the subject matter hereof. Any provision that is determined to be invalid shall not invalidate the remaining provisions hereunder. The failure of either party to enforce any right available to it with respect to any breach or failure by either party shall not be construed to be a waiver of such right with respect to any other breach or failure.

18. **CONFIDENTIALITY.** This Agreement is confidential and neither its form nor contents shall be disclosed by either party.

19. **NON-SOLICITATION.** During the term of this Agreement, each party agrees that without the prior written consent of the other party it will not directly or indirectly solicit for employment or employ any person employed by the other party. Any employee who has been dismissed by or resigned from either party at least six (6) months prior to any solicitation may be freely solicited and employed.

*RDW*

(Customer Initial)

3/18/2008

(Date)