



KING-CHÁVEZ

Neighborhood of Schools

415 31st Street, San Diego, CA 92102

April 28, 2014

Letter of Appeal
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

CC Docket No 02-6

Request for Review of Administrator's Decision on Appeal – Funding Year 2013-2014, re King Chavez Academy of Excellence, Form 471 Application Number 901207, issued February 25, 2014

Authorized person who can best discuss this Appeal with you

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(preferred mode of contact)

Application Information

<u>Entity</u>	King Chavez Academy of Excellence
<u>Billed Entity Number</u>	16062687
<u>Form 471 Number</u>	901207

<u>FRN</u>	<u>SPIN</u>	<u>Service Provider</u>	<u>Funding Requested</u>	<u>Funding Modified</u>
2459607	143000014	Cox California Telcom, LLC	\$261.60	\$261.60
2459623	143000014	Cox California Telcom, LLC	\$2,505.60	\$2,505.60
2459638	143000014	Cox California Telcom, LLC	\$16,200.00	\$12,960.00
TOTAL			\$18,967.20	\$15,727.20

Document Being Appealed: Administrator's Decision on Appeal – Funding Year 2013-2014, re King Chavez Academy of Excellence, Form 471 Application Number 901207, issued February 25, 2014 ¹

Decision on Appeal: Denied (all three FRNs)

Explanations:

FRN 2459607:

According to our records, it was determined that no contract was in place when the FCC Form 471 and Certification was filed. FCC rules require that a contract be signed and dated by the applicant prior to the filing of the FCC Form 471 for products/services requested. USAC cannot waive the rules of the program. Since your contract was dated July 29, 2013 which was after the Certification Postmark Date of February 25, 2013, your appeal is denied.

¹ Letter from Schools and Libraries Division, USAC, to Victor Murillo, King Chavez Academy of Excellence, entitled "Administrator's Decision on Appeal – Funding Year 2013-2014", re Form 471 Application Number 901207, issued February 25, 2014.

USAC has determined, that at the time you submitted your FCC Form 471 application, you did not have a contract with your service provider(s), which met your state and local or the FCC's definition of a contract. Except for services to be delivered under non-contracted tariff or month-to-month arrangements, FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services."

FRNs 2459623 & 2459638:

The Item 21 Attachment you provided in support of your FCC Form 471 application, or documentation provided during review of your application, shows 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 Allowable Contract Date was December 25, 2012. Consequently, USAC denies your appeal because your application did not comply with the competitive bidding requirement that your FCC 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 FCC 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 an FCC Form 471.

Request for Review:

King Chavez Academy of Excellence (King-Chavez) requests that the FCC reverse SLD's decision of February 25, 2014, and approve the modified funding of \$15,727.20 for FRNs 2459607, 2459623, and 2459638 in Form 471 901207 (please refer to the chart above). King-Chavez's dreadfully under-staffed technology department, with little-to-no E-rate training, badly mishandled the PIA review of Form 471 901207, leading to total denial of funding.

In correct sequence, a Form 470 was properly submitted and certified, contacts were made by vendors but no bids were received, after the 28 day posting period the decision was made to continue with the incumbent service provider Cox, contracts were signed with Cox, and finally the Form 471 901207 was submitted. However, just as the PIA review started, a new King-Chavez technology staffer with no knowledge of the E-rate process had to take on the PIA review. If this staffer had even modest E-rate knowledge, we are certain that the PIA would have quickly concluded with approval of funding for these three FRNs, revised down to \$15,727.20 due to errors detailed below.

We ask the Commission to take into account the staffing issues at King-Chavez, to recognize that the E-rate "470-471" process was adhered to, to allow correction of ministerial and clerical errors in the preparation of the Form 471, to look past the erroneous responses to the PIA review made by an inexperienced staffer as documented below, and to approve the modified funding of \$15,727.20 for FRNs 2459607, 2459623, and 2459638.

King-Chavez Staffing Issues:

The King-Chavez Neighborhood of Schools includes ten facilities (not all of which are included in E-rate funding requests) with enrollment of 1,900 students. At the time the

Forms 470 and 471 were prepared and filed in late 2012 and early 2013, there were two technology staffers to handle all computer, communications, and networking issues for these ten facilities. The Director of Technology, Howard Chan, had the additional duty of handling all E-rate processes. His first filing was for FY 2011, there was no filing for FY 2012, and FY 2013 was only Mr. Chan's second E-rate filing.

In December of 2013, Mr. Chan re-assigned to the Director of Education Technology position; his assistant, Victor Murillo, assumed responsibility for the E-rate processes with no E-rate experience, just in time for the 12/13/2013 start of the PIA review of Form 471 901207. For the duration of the PIA review process, Mr. Murillo was the sole technology staffer – only recently has a replacement for his former position been brought on board. Mr. Murillo not only had to handle double the technology workload, he had to learn about the E-rate process and respond to the PIA review on the fly.

Funding Year 2013 Forms 470 and 471 Processes:

In the FY 2011 E-rate process, Mr. Chan filed for funding for three-year contracts with Cox Communications.² These contracts did not include two facilities: King-Chavez Community High School and a NIF, King-Chavez Sherman. In November 2012, Mr. Chan requested bids for telephone and internet services these two facilities via the Form 470 process. Form 470 # 489380001057421 was filed 11/6/2012,³ but did not yield any bids. On November 27th he drafted Form 470 # 505910001067514 but did not certify it⁴ because it did not specify services by facility. That same day he replaced it with Form 470 # 375210001067622 which more explicitly spelled out the services and facilities to be bid upon in the hope that it would bring in vendor bids.⁵ Both of these Form 470s had an Allowable Contract Date (ACD) of 12/25/2012.

By February 2013 Mr. Chan had received only two contacts from vendors: a phone call from AT&T and an email exchange with Earthlink. Neither vendor submitted bids for these services. On 2/11/2013, Mr. Chan decided to contact Cox for new contracts for the 2013 funding year, and the next day Mr. Chan and his assistant, Mr. Murillo, began the process of obtaining contracts from Cox.⁶ On 2/22/2013, Mr. Chan signed two contracts, one for each of the two facilities,⁷ and on 2/25/2013 Mr. Chan submitted and certified Form 471 # 901207 requesting funding for these two contracts.⁸

² FCC Form 471 # 815030 for funding year 7/1/2011 – 6/30/2012, posted and certified by King Chavez Academy of Excellence on 3/23/2011.

³ FCC Form 470 # 489380001057421 for funding year 7/1/2013 – 6/30/2014, posted and certified by King Chavez Academy of Excellence on 11/6/2012.

⁴ FCC Form 470 # 505910001067514 for funding year 7/1/2013 – 6/30/2014, posted by King Chavez Academy of Excellence on 11/27/2012. *As of 1/8/2014, form had not yet been certified (see data at bottom of each page).*

⁵ FCC Form 470 # 375210001067622 for funding year 7/1/2013 – 6/30/2014, posted and certified by King Chavez Academy of Excellence on 11/27/2012.

⁶ Email exchange among Howard Chang and Victor Murillo of King Chavez Academy of Excellence and Sally Bowen of Cox Business involving request for contracts for services at 201 A St. and 2258 Island Ave. facilities. Copies of the draft contracts emailed by Ms. Bowen on 2/14/2014 are attached.

⁷ Contracts between Cox Business and King Chavez Academy of Excellence Inc. providing internet and telephone services to 201 A St. (King-Chavez Community High School) and internet services to 2258 Island Ave. (King-Chavez Sherman). Both contracts are signed by Howard Chan, Director of Technology for King-Chavez, on 2/22/2013.

⁸ FCC Form 471 # 901207 for funding year 7/1/2013 – 6/30/2014, posted and certified by King Chavez Academy of Excellence on 2/25/2013.

Ministerial and Clerical Errors in Preparation of Form 471 # 901207:

Acting in haste, resulting mainly from the pressures of long hours and excessive duties, Mr. Chan made several clerical errors in preparing this application:

1. He entered the wrong Form 470 number in Item 12 of each FRN. Instead of the certified Form 470 # 375210001067622, he entered the less detailed and uncertified Form 470 # 505910001067514. Both had the same ACD, so he did not catch the mistake; this error confounded the PIA and USAC appeal reviews, and was only recently realized.
2. Instead of entering the 2/22/2013 date on which he signed the contracts for the Contract Award Date (CAD) for each FRN, he inexplicably entered the Service Start Date of 7/1/2013.⁹
3. In FRN 2459638, Mr. Chan used the erroneous MRC of \$1,500 for King-Chavez Community High School's internet service which was on the draft contract submitted by Cox on 2/14/2013. The correct MRC of \$1,200 is on the contract he signed on 2/22/2013; the funding requested for FRN 2459638 should be lowered to \$12,960.

In spite of these correctable ministerial and clerical errors, the pertinent fact is that Form 471 # 901207 was based upon two contracts signed 2/22/2013 that were the end result of a bidding process that fully complied with the E-rate rules.

PIA Review Process:

As mentioned above, by the time the first PIA letter was sent to King-Chavez on 12/13/2013, Mr. Chan had moved on to a new post and Mr. Murillo inherited the full load of the technology department, to include E-rate. With a doubling of his technology workload and no E-rate experience, Mr. Murillo struggled to respond to the reviewers questions, with limited success.

PIA Letter #1 - 12/13/2013: This letter questioned the eligibility of the \$1,500 MRC for FRN 2459638, the eligibility of the King-Chavez Sherman facility, the (erroneous) 7/1/2013 CADs for each FRN, and the certification of the establishing Form 470 # 505910001067514 for each FRN.¹⁰

With no clear understanding of the questions or the E-rate rules, and with limited access to Mr. Chan who was pre-occupied with his new responsibilities, Mr. Murillo did his best to respond. Unfortunately, his approach was to send Cox contracts signed on 7/28/2011 (which were for facilities not on this Form 471) and 9/27/2011 rather than sending the 2/22/2013 contracts. He also confirmed Form 470 # 505910001067514 as the establishing Form 470, unaware that Form 470 # 375210001067622 was the correct establishing Form 470.¹¹

PIA Letter #2 - 12/19/2013: This letter inquired again about the eligibility of the King-Chavez Sherman facility; requested information on the bidding process to

⁹ King-Chavez does not have a copy of the Form 471 # 901207 from when it was submitted on 2/25/2013. The "Original Version" of Form 471 # 901207 available online at this time does not show the original 7/1/2013 CAD that the PIA reviewer refers repeatedly to; we can only assume that the reviewer's modifications to the FRNs in the course of his review are reflected on this "Original" application.

¹⁰ Email and letter from Bill Ferry, PIA Reviewer, to Howard Chan, King Chavez Academy of Excellence, Subject: "WDF - 2013 E-Rate app #601207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC", dated 12/13/2013 9:49 AM. *Note that Mr. Chan forwarded this email and letter to Victor Murillo at 9:54 AM.*

¹¹ Email and attachments from Victor Murillo, King Chavez Academy of Excellence, to Bill Ferry, PIA Reviewer, Subject: "Fwd: E-rate Copies", dated 12/19/2013 11:27 AM.

include CAD, the number of bidders, and the bid evaluation criteria; and requested certification of Form 470 # 505910001067514 as the establishing Form 470.¹²

In his response, Mr. Murillo described the function of the King-Chavez Sherman facility, and he identified the three bidders for the services funded by these FRNs. However, with too little time or E-rate knowledge to properly answer the remaining questions, the rest of his responses were off the mark. The 3/5/2013 date he gave as the CAD was actually the date of the RAL (Receipt Acknowledgement Letter) for Form 471 # 901207); he provided a vague description as to how the winning bid was selected from among three vendors, without realizing that no bids had been received and that the contracts were rewarded to the incumbent service provider Cox who already provided cost-effective service; and his response to the request for certification of Form 470 # 505910001067514 was to provide the Receipt Notification Letter (RNL) for that 470, without realizing that Form 470 # 505910001067514 was the wrong Form 470.¹³

King-Chavez notes that this FY 2013 PIA review was taking place at the same time Mr. Chan was receiving three bids for FY 2014. Mr. Murillo confused the two funding year processes and thought the three FY 2014 bids were for FY 2013.

Because he was unclear as to what the questions were about or what documentation would help the review, Mr. Murillo also sent unrelated documents, including the RAL for Form 471 # 901207, a bid for cellular services from Verizon Wireless which was unrelated to the King-Chavez E-rate process, and copies of draft contracts the Cox sent to him on 2/14/2013 three days after Mr. Chan had decided to use Cox for FY 2013.

King-Chavez has indicated that Mr. Murillo had no knowledge of E-rate; please note his question to the PIA reviewer on 12/20/2014 9:40 AM: "*What is a BEN?*".

PIA Letter #3 - 12/31/2013: This letter asked if the King-Chavez Sherman facility was a NIF, including questions to define the nature of this NIF; again asked if Form 470 # 505910001067514 was the establishing Form 470 for these FRNs and if so, to provide a signed certification for this Form 470; again asked Mr. Murillo if 7/1/13 was the correct CAD; and requested signed and dated copies of the contracts for each FRN.¹⁴

Mr. Murillo confirmed the NIF status the King-Chavez Sherman facility. However, still not understanding the process, he reconfirmed both the correctness of the Form 470 and the erroneous (and implausible) 7/1/2013 CAD. Not realizing that Mr. Chan held the correct contracts signed on 2/22/2013, Mr. Murillo sent two Cox contracts for King-Chavez Community High School's internet and phone service signed in August of 2012 and the signature page for Cox service to King-Chavez Sherman signed 7/28/2011. He also re-sent the draft contracts the Cox sent to him on 2/14/2013, the (RNL) for Form 470 # 505910001067514, and the RAL for Form 471 # 901207. Clearly, in an effort to respond to a process of which he was

¹² Email and letter from Bill Ferry, PIA Reviewer, to Howard Chan with copy to Victor Murillo, King Chavez Academy of Excellence, Subject: "WDF - 2013 E-Rate app #901207 - KING CHAVEZ - Addtl Info Reqd", dated 12/19/2013 12:23 PM.

¹³ Email and attachments from Victor Murillo, King Chavez Academy of Excellence, to Bill Ferry, PIA Reviewer, Subject: "Re: WDF - 2013 E-Rate app #901207 - KING CHAVEZ - Addtl Info Reqd", dated 12/20/2013 11:58 AM.

¹⁴ Email and letter from Bill Ferry, PIA Reviewer, to Howard Chan with copy to Victor Murillo, King Chavez Academy of Excellence, Subject: "WDF - 2013 E-Rate app #901207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC. - Addtl Info Reqd", dated 12/31/2013 11:05 AM.

unknowledgeable, Mr. Murillo was sending any remotely related documents at hand.¹⁵

PIA Letter #4 - 1/7/2014: In this letter, the reviewer advised Mr. Murillo that he was changing the CADs to match the 2011 contracts that the Mr. Murillo sent in response to the first PIA letter, and then announced his intent to deny all three FRNs because the CADs were prior to the ACD for the establishing Form 470 for each FRN. He then requested Mr. Murillo to affirm that Form 470 # 505910001067514 was the establishing Form 470 and requested Mr. Murillo to certify that form.¹⁶

Mr. Murillo's response regarding the CADs again showed a lack of knowledge that the contracts signed by Mr. Chan on 2/22/2013 were the contracts that were to be funded by these three FRNs. He also stated that he believed that the RNL for Form 470 # 505910001067514 documented its certification.¹⁷

The reviewer responded by emailing a PDF of the un-certified Form 470 # 505910001067514, instructing Mr. Murillo to sign the certification page and return it to him.¹⁸ Mr. Murillo did so – a fruitless act in light of the facts that it was the wrong establishing Form 470 for FRNs identifying the wrong contracts.

It is clear from the above description of the PIA review process that Mr. Murillo was in no position to correctly respond to the reviewers questions, let alone clarify and correct Mr. Chan's ministerial and clerical errors. We respectfully ask the Commission to accept the facts and documents in the "**Funding Year 2013 Forms 470 and 471 Processes**" and "**Ministerial and Clerical Errors in Preparation of Form 471 # 901207**" sections above as providing satisfactory answers to the PIA review questions and establishing the validity of the modified funding requested by King-Chavez. The PIA review should have resulted in each FRN showing establishing Form 470 as Form 470 # 375210001067622, the CAD as 2/22/2013, and the MRC for FRN 2459638 reduced to \$1,200.

Appeal to USAC:

On 1/29/2014, Mr. Murillo appealed the 1/23/2014 Funding Commitment Decision Letter issued by SLD denying all funding for Form 471 # 901207.¹⁹ In his letter, Mr. Murillo admitted that the wrong "papers" were sent to the PIA reviewer, and he attached the 2/22/2013 contract for King-Chavez Community High School (at 201 A St.) but only the first page of a contract for King-Chavez Community High School (at 2258 Island Ave.).²⁰

¹⁵ Email and attachments from Victor Murillo, King Chavez Academy of Excellence, to Bill Ferry, PIA Reviewer, Subject: "Re: WDF - 2013 E-Rate app #901207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC. - Addtl Info Req'd", dated 1/7/2014 9:23 AM.

¹⁶ Email and letter from Bill Ferry, PIA Reviewer, to Howard Chan with copy to Victor Murillo, King Chavez Academy of Excellence, Subject: "Re: WDF - 2013 E-Rate App #901207 - KING CHAVEZ ACADEMY - Incomplete Reminder", dated 1/7/2014 11:27 AM.

¹⁷ Email from Victor Murillo, King Chavez Academy of Excellence, to Bill Ferry, PIA Reviewer, Subject: "WDF - 2013 E-Rate App #901207 - KING CHAVEZ ACADEMY - Incomplete Reminder", dated 1/7/2014 1:39 PM.

¹⁸ Email and attachment from Bill Ferry, PIA Reviewer, to Victor Murillo, King Chavez Academy of Excellence, Subject: "Re: WDF - 2013 E-Rate App #901207 - KING CHAVEZ ACADEMY - Incomplete Reminder", dated 1/8/2014 5:58 AM.

¹⁹ Letter from Schools and Libraries Division, USAC, to Howard Chan, King Chavez Academy of Excellence, entitled "*Funding Commitment Decision Letter – Funding Year 2013*", re Form 471 Application Number 901207, issued January 23, 2014.

²⁰ Email and attachments from Victor Murillo, King Chavez Academy of Excellence, to appeals@sl.universalservice.org, Subject: "Appeal", dated 1/29/2014 10:44 AM.

In the SLD review letter of 2/6/2014, the reviewer asks Mr. Murillo to re-confirm Form 470 # 505910001067514 as the establishing Form 470 for each FRN.²¹ The review took a bizarre turn when the reviewer asked Mr. Murillo to confirm new CADs for each FRN:

- 7/29/2013 for FRN 2459607, a date that did not appear on the FCDL and appeared on no document that we are aware of – perhaps a typo by the reviewer?
- 8/1/2012 for FRNs 2459623 and 2459638, a date that did not appear on either the FCDL or the contract that Mr. Murillo provided with the appeal. It was the signing date on the contract for King-Chavez Community High School that Mr. Murillo provided in response to the third PIA letter, which he repudiated in his appeal letter.

Mr. Murillo, who had well-established throughout the PIA process that he did not understand the definition of Contract Award Date or its significance in the E-rate process, did not suspect that the appeal reviewer would ask him a question that might mislead him into affirming dates which would cause denial of King-Chavez’s funding requests. He confirmed the reviewers suggested CADs, and also confirmed Form 470 # 505910001067514 as the establishing Form 470 for each FRN.²²

The second review letter requested information regarding the bidding and vendor selection process.²³ In his response, Mr. Murillo stated that:

- The selection of Cox as the winning vendor was made on 2/12/2013 (we note that this is after the ACD for Form 470 # 505910001067514 and after the ACD for the true establishing Form 470, Form # 375210001067622).
- Three bids were received and evaluated (again confusing the FY 2014 bids with the process from a year earlier).
- The selection of Cox was based on “lowest cost and meeting all needs”, and was recorded in writing (Mr. Murillo provided Mr. Chan’s FY 2014 worksheet with the comparative MRCs for the three FY 2014 bidders, mistakenly thinking it was related to FY 2013).

In support of the contract process, Mr. Murillo provided the chain of emails Mr. Chan exchanged with Cox between 2/12 and 2/14/2013 in which they requested and received draft contracts for the services to King-Chavez Community High School and King-Chavez Sherman.²⁴

The email chain and contract signed on 2/22/2013 by Mr. Chan conflicted with the replies to the CAD questions provided by Mr. Murillo. At the very least this should have raised further questions in the mind of the appeal reviewer, especially in light of the clearly confused and conflicting responses to CAD questions provided by Mr. Murillo in the PIA and appeal reviews. Issuance of the denial ADL was at best premature and questionable.

²¹ Email and letter from Wes Woodman, Associate Manager, Program Compliance, to Victor Murillo, King Chavez Academy of Excellence, Subject: “FY2013 FCC Form 471 901207 Appeal - Response due 2/21/2014”, dated 2/6/2014 8:16 AM.

²² Email and attachment from Victor Murillo, King Chavez Academy of Excellence, to Wes Woodman, Associate Manager, Program Compliance, Subject: “Re: FY2013 FCC Form 471 901207 Appeal - Response due 2/21/2014”, dated 2/10/2014 12:48 PM.

²³ Email and letter from Wes Woodman, Associate Manager, Program Compliance, to Victor Murillo, King Chavez Academy of Excellence, Subject: “FY2013 FCC Form 471 901207 Appeal - Follow-up Response due 2/21/2014”, dated 2/11/2014 6:28 AM.

²⁴ Email and attachments from Victor Murillo, King Chavez Academy of Excellence, to Wes Woodman, Associate Manager, Program Compliance, Subject: “Re: FY2013 FCC Form 471 901207 Appeal - Follow-up Response due 2/21/2014”, dated 2/11/2014 2:08 PM.

Appeal to the FCC filed by Victor Murillo:

The Commission may not be aware that Mr. Murillo submitted a hastily drafted appeal to the FCC on 3/5/2014, as the appeal was mistakenly filed with Proceeding # 02-60 rather than Proceeding # 02-6. Mr. Murillo described the date sequence followed by King-Chavez in the bidding and funding application process, and provided the email chain provided to the SLD appeal reviewer.²⁵ We ask that this Request for Review filed today be considered as a supplement to Mr. Murillo's 3/5/2014 submission.

Conclusion:

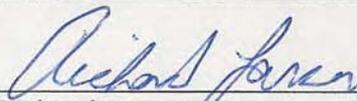
King Chavez Academy of Excellence (King-Chavez) requests that the FCC reverse SLD's decision of February 25, 2014, and approve the modified funding of \$15,727.20 for FRNs 2459607, 2459623, and 2459638 in Form 471 901207. King-Chavez's under-staffed technology department, with little-to-no E-rate training, badly mishandled the PIA review of Form 471 901207, leading to total denial of funding.

In correct sequence, a Form 470 was properly submitted and certified, contacts were made by vendors but no bids were received, after the 28 day posting period the decision was made to continue with the incumbent service provider Cox, contracts were signed with Cox, and finally the Form 471 901207 was submitted.

We ask the Commission to take into account the staffing issues at King-Chavez, to recognize that the E-rate "470-471" process was adhered to, to allow correction of ministerial and clerical errors in the preparation of the Form 471, to look past the erroneous responses to the PIA review made by an inexperienced staffer as documented above, and to approve the modified funding of \$15,727.20 for FRNs 2459607, 2459623, and 2459638.

King-Chavez appreciates the Commission's consideration of this appeal. We are available to respond to questions or to provide any further information requested by the Commission.

Authorized signature for this Appeal ²⁶


 Richard Larson
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 Fax: (866) 569-3019
 Email: rlarson@erate360.com

²⁵ Letter and attachments from Victor Murillo, Senior Technology Specialist, King Chavez Neighborhood of Schools, to FCC Appeal Reviewer, filed via the FCC's Electronic Comment Filing System on 3/5/2014, Proceeding # 02-60

²⁶ "Letter of Agency" from Victor Murillo, Technology Operations Manager for King Chavez Academy of Excellence, authorizing employees of eRate 360 Solutions, LLC, to perform e-rate services on behalf of King-Chavez.



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

February 25, 2014

Victor Murillo
King Chavez Academy of Excellence Inc.
2850 Logan Ave.
San Diego, CA 92102

Re: Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.
Billed Entity Number: 16062687
Form 471 Application Number: 901207
Funding Request Number(s): 2459607, 2459623, 2459638
Your Correspondence Received: January 29, 2014

58 days

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 2013 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): 2459607
Decision on Appeal: **Denied**
Explanation:

- According to our records, it was determined that no contract was in place when the FCC Form 471 and Certification was filed. FCC rules require that a contract be signed and dated by the applicant prior to the filing of the FCC Form 471 for products/services requested. USAC cannot waive the rules of the program. Since your contract was dated July 29, 2013 which was after the Certification Postmark Date of February 25, 2013, your appeal is denied.
- USAC has determined, that at the time you submitted your FCC Form 471 application, you did not have a contract with your service provider(s), which met your state and local or the FCC's definition of a contract. Except for services to be delivered under non-contracted tariff or month-to-month arrangements, FCC

*Contract signed on 2/22/13
2/25/13
Form 471
submit*

rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." The services you requested are not non-contracted tariff or month-to-month services. See 47 C.F.R. sec. 54.504(a). In your appeal, you did not demonstrate that USAC's decision was incorrect. As USAC does not have authority to waive the FCC rules of the program, your appeal is denied.

Funding Request Number(s): 2459623, 2459638

Decision on Appeal: **Denied**

Explanation:

- The Item 21 Attachment you provided in support of your FCC Form 471 application, or documentation provided during review of your application, shows 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 Allowable Contract Date was December 25, 2012. Consequently, USAC denies your appeal because your application did not comply with the competitive bidding requirement that your FCC 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 FCC 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 an FCC Form 471. See 47 C.F.R. secs. 54.503(b) and (c), 54.511(a) and (c). FCC rules further require that the Administrator send the applicant a confirmation when the FCC 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. See 47 C.F.R. sec. 54.503(c)(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, month to month and services for which a new written contract is sought for the current funding year.

Contract
was signed
2/22/13



Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. 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 under the Reference Area/"Appeals" 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.

NOTE 2

FCC Form 471

Approval by OMB
3060-0806

**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

**Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)
The instructions include information on the deadlines for filing this application.**

Applicant's Form Identifier (Create an identifier for your own reference)	Form 471 Application #: 815030 (To be assigned by administrator)
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Block 1: Billed Entity Address and Identifications	
<p>1 Name of Billed Entity KING CHAVEZ ACADEMY OF EXCELLENCE INC.</p> <p>2 Funding Year 2011</p> <p>3a Entity Number 16062687</p> <p>3b FCC Registration Number 0019120880</p> <p>4a Street Address, P.O. Box, or Route Number 415 31ST. STREET</p> <p>City SAN DIEGO State CA Zip Code 92102-</p> <p>4b Telephone Number</p> <p>4c Fax Number</p> <p>5a Type of Application (check only one)</p> <p><input type="radio"/> Individual School (individual public or non-public school)</p> <p><input type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p> <p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p> <p><input checked="" type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p> <p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p> <p><input type="checkbox"/> All public schools/districts in the state</p> <p><input type="checkbox"/> All non-public schools in the state</p> <p><input type="checkbox"/> All libraries in the state</p> <p>5b Recipient(s) of Services:</p> <p><input type="checkbox"/> Private <input type="checkbox"/> Public <input checked="" type="checkbox"/> Charter</p> <p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p>	

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number:

Block 1: Billed Entity Address and Identifications (continued)	
<p>6a Contact Person's Name Howard Chan</p> <p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. 415 31ST. STREET</p> <p>City SAN DIEGO State CA Zip Code 92102-</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number</p> <p><input type="checkbox"/> 6d Fax Number</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address Re-enter E-mail Address</p> <p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p> <p>If a consultant is assisting you with your application process, please complete Item 6g below:</p> <p>6g Consultant Name Name of Consultant's Employer Consultant's Street Address</p> <p>City State Zip Code Consultant's Telephone Number Ext. Consultant's Fax Number Consultant's E-mail Address Re-enter E-mail Address Consultant Registration Number</p>	

Entity Number: 16062687	Applicant's Form Identifier:
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Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.

Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.

Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471

		Schools	Libraries
7a	Number of students or patrons to be served	1300	0
b	Telephone service: Number of classrooms or rooms with phone service	93	0
c	Direct connections to the Internet: Number of drops	150	0
d	Number of classrooms or rooms with Internet access	93	0
e	Number of computers or other devices with Internet access	200	0
f	Number of dial-up Internet access and other connections of up to 200 kbps :	0	0
g	High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0
		At or greater than 1.5 mbps and less than 3 mbps	0
		At or greater than 3 mbps and less than 10 mbps	1
		At or greater than 10 mbps and less than 25 mbps	0
		At or greater than 25 mbps and less than 50 mbps	0
		At or greater than 50 mbps and less than 100 mbps	2
		Greater than 100 mbps	0

Block 3:

8	[Reserved]
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Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number:

Block 4: Discount Calculation Worksheet **Worksheet - 1366536**
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s): (For Administrator's Use)
School District or Library System Name: **School District or Library System Entity Number:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
KING CHAVEZ HIGH SCHOOL	16065087 06 34320 12195	U	328	328	100.000%	90	N	N	N	29520			90	
KING CHAVEZ PREPARATORY	16046480 06 34320 11767	U	363	363	100.000%	90	N	N	N	32670			90	
KING CHAVEZ CNO	16065088	U	0	0	0.000%	74	N	N	N	0			74	

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.														
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.													254	85%

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Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number:

Block 6: Certifications and Signature

- 24 I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)
- a schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
 - b libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.
- 25 I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23l on all Block 5 Discount Funding Requests.)	96462
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	86330.04
c Total applicant non-discount share (Subtract Item 25b from Item 25a.)	10131.96
d Total budgeted amount allocated to resources not eligible for E-rate support	100000
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	110131.96
f <input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.	

- 26 I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.
- Or I certify that no technology plan is required by Commission rules.
- 27 I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.
- 28 I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
- 29 I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- 30 I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number:

Block 6: Certification and Signature (Continued)

31 I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32 I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33 I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34 I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35 I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

36 I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37 I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38 Signature of authorized person <input checked="" type="checkbox"/>	39 Date 03/23/2011
---	-----------------------

40 Printed name of authorized person

41 Title or position of authorized person

Check here if the consultant in Item 6g is the Authorized Person.

42a Street Address, P.O. Box, or Route Number

City
 State Zip Code -

Entity Number: 16062687		Applicant's Form Identifier:	
Contact Person: Howard Chan		Contact Phone Number:	
42b	Telephone Number of authorized Person	Ext.	
42c	Fax Number of Authorized Person		
42d	E-mail Address of authorized Person		
	Re-enter E-mail Address		
42e	Name of Authorized Person's Employer		
<p>NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.</p> <p>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</p> <p>The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.</p> <p>If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.</p> <p>Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.</p> <p>Please submit this form to: SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026</p> <p>For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to: SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100</p>			
FCC Form 471 - October 2010			

Close Print Preview

Previous

NOTE 3

FCC Form 470

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Form 470 Application Number: 489380001057421	Applicant's Form Identifier:
Application Status: CERTIFIED	Posting Date: 11/06/2012
Allowable Contract Date: 12/04/2012	Certification Received Date: 11/06/2012

Block 1: Applicant Address and Information

1 Name of Applicant:
KING CHAVEZ ACADEMY OF EXCELLENCE INC.

2 Funding Year: 2013 (Funding years run from July 1 through the following June 30)

3 Entity Number: 16062687

4a Street Address, P.O.Box, or Route Number:
415 31ST. STREET

City: SAN DIEGO State: CA Zip Code: 92102-0000

4b Telephone Number: (619) 525-7320

4c Fax Number: (619) 696-7459

5a Eligible Entities That Will Receive Services:
Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in Item **15** the entity/entities that will pay the bills for these services.

Individual School (individual public or non-public school)

School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

Library (including library system, library outlet/branch or library consortium as defined under LSTA)

Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

Statewide application for (enter 2-letter state code)
representing (check all that apply)

All public schools/districts in the state

All non-public schools in the state

All libraries in the state

5b Recipient(s) of Services - Check all that apply:

Private Public Charter

Tribal Head Start State Agency

5c Number of eligible entities for which services are sought: 1

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
Howard Chan

If the Contact Person's Street Address is the same as **Item 4a** above, check here. If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:
NOTE: USAC will use this address to mail correspondence
415 31ST. STREET

City: SAN DIEGO State: CA Zip Code: 92102-0000

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

6c Telephone Number: (619) 525-7320

6d Fax Number: (619) 696-7459

6e E-Mail Address: hchan@kingchavez.org
Re-enter E-mail Address: hchan@kingchavez.org

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name:
Name of Consultant's Employer:
Consultant's Street Address:

City: State: Zip Code:
Consultant's Telephone Number: Ext.
Consultant's Fax Number:
Consultant's E-mail Address:
Re-enter E-mail Address:
Consultant Registration Number:

Entity Number: 16062687		Applicant's Form Identifier:	
Contact Person: Howard Chan		Phone Number: (619) 525-7320	
Block 2: Summary Description of Needs or Services Requested			
8 Telecommunication Services			
<p><i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>			
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>			
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>			
Service	Quantity and/or Capacity		
Phone	9 Lines		
9 Internet Access			
<p><i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></p>			
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>			
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).</p>			
Service	Quantity and/or Capacity		
Monthly Internet	320 Users		

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>	
<hr/>	
11 Basic Maintenance of Internal Connections	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>	
<hr/>	

Entity Number: 16062687		Applicant's Form Identifier:					
Contact Person: Howard Chan		Phone Number: (619) 525-7320					
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name: Howard Chan</p> <p>Title: Director of Technology</p> <p>Telephone Number: (619) 232 - 2825Ext. 4605</p> <p>Fax Number: (619) 696 - 7459</p> <p>Email Address: hchan@kingchavez.org</p> <p>Re-enter E-mail Address: hchan@kingchavez.org</p> <p>13 <input type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input checked="" type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470. If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p>							
Block 3:							
14. [Reserved]							
Entity Number: 16062687		Applicant's Form Identifier:					
Contact Person: Howard Chan		Contact Phone Number: (619) 525-7320					
Block 4: Recipients of Service							
<p>15 Billed Entities</p> <p>List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.</p> <table border="1"> <thead> <tr> <th>Entity Number</th> <th>Entity Name</th> </tr> </thead> <tbody> <tr> <td>16062687</td> <td>KING CHAVEZ ACADEMY OF EXCELLENCE INC.</td> </tr> </tbody> </table>				Entity Number	Entity Name	16062687	KING CHAVEZ ACADEMY OF EXCELLENCE INC.
Entity Number	Entity Name						
16062687	KING CHAVEZ ACADEMY OF EXCELLENCE INC.						
Entity Number: 16062687		Applicant's Form Identifier:					
Contact Person: Howard Chan		Contact Phone Number: (619) 525-7320					
Block 5: Certifications and Signature							
<p>16 I certify that the applicant includes: (Check one or both.)</p> <p>a <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or</p> <p>b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).</p> <p>17 <input type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.</p> <p><input checked="" type="checkbox"/> Or I certify that no technology plan is required by Commission rules.</p> <p>18 <input checked="" type="checkbox"/> I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.</p> <p>19 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>20 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.</p> <p>21 <input checked="" type="checkbox"/> I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.</p> <p>22 <input checked="" type="checkbox"/> I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.</p> <p>23 <input checked="" type="checkbox"/> I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.</p> <p>24 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.</p>							
Entity Number: 16062687		Applicant's Form Identifier:					
Contact Person: Howard Chan		Contact Phone Number: (619) 525-7320					
25 Signature of authorized person: <input checked="" type="checkbox"/>		26 Date: 11/06/2012					
27a Printed name of authorized person: Howard Chan							
27b Title or position of authorized person:							

Director of Technology

Check here if the consultant in Item 7 is the Authorized Person.

27c Street Address, P.O. Box, Route Number, City, State, Zip Code:

415 31st Street

City: San Diego

State: CA

Zip Code: 92102

27d Telephone Number of Authorized Person:

(619) 232-2825 Ext. 4605

27e Fax Number of Authorized Person:

(619) 696-7459

27f E-mail Address of Authorized Person:

hchan@kingchavez.org

Re-enter E-mail Address:

hchan@kingchavez.org

27g Name of Authorized Person's Employer:

King Chavez Academy of Excellence, Inc.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320

NOTICE: In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
October 2010

[New Search](#)

[Return To Search Results](#)

NOTE 4

FCC Form 470

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site

and interested service providers can identify you as a potential customer and compete to serve you.
Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Form 470 Application Number: 505910001067514	Applicant's Form Identifier:
Application Status: COMPLETE	Posting Date: 11/27/2012
Allowable Contract Date: 12/25/2012	Certification Received Date:

Block 1: Applicant Address and Information

1 Name of Applicant:
KING CHAVEZ ACADEMY OF EXCELLENCE INC.

2 Funding Year: 2013 (Funding years run from July 1 through the following June 30)

3 Entity Number: 16062687

4a Street Address, P.O.Box, or Route Number:
415 31ST. STREET

City: SAN DIEGO State: CA Zip Code: 92102 -0000

4b Telephone Number: (619) 525 -7320

4c Fax Number: (619) 696 -7459

5a Eligible Entities That Will Receive Services:

Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in Item **15** the entity/entities that will pay the bills for these services.

Individual School (individual public or non-public school)

School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

Library (including library system, library outlet/branch or library consortium as defined under LSTA)

Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

Statewide application for (enter 2-letter state code)
representing (check all that apply)

All public schools/districts in the state

All non-public schools in the state

All libraries in the state

5b Recipient(s) of Services - Check all that apply:

Private Public Charter

Tribal Head Start State Agency

5c Number of eligible entities for which services are sought: 1

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
Howard Chan

If the Contact Person's Street Address is the same as **Item 4a** above, check here. If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:
NOTE: USAC will use this address to mail correspondence
415 31ST. STREET

City: SAN DIEGO State: CA Zip Code: 92102 -0000

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

6c Telephone Number: (619) 525 -7320

6d Fax Number: (619) 696 -7459

6e E-Mail Address: hchan@kingchavez.org
Re-enter E-mail Address: hchan@kingchavez.org

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name:
Name of Consultant's Employer:
Consultant's Street Address:

City: State: Zip Code:
Consultant's Telephone Number: Ext.
Consultant's Fax Number:
Consultant's E-mail Address:
Re-enter E-mail Address:
Consultant Registration Number:

Entity Number: 16062687		Applicant's Form Identifier:	
Contact Person: Howard Chan		Phone Number: (619) 525-7320 	
Block 2: Summary Description of Needs or Services Requested			
8 Telecommunication Services			
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>			
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at:</p> <p>or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>			
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>			
Service	Quantity and/or Capacity		
Phone	9 Lines		
9 Internet Access			
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>			
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<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>			
Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).			
Service	Quantity and/or Capacity		
Monthly Internet	320 Users. Minimum of 10MB in increments of 10MB up to 100MB.		

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320 
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
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<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).</p>	
11 Basic Maintenance of Internal Connections	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
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<p>b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p> <p>Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).</p>	

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320 
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name: Howard Chan</p> <p>Title: Director of Technology</p> <p>Telephone Number: (619) 232 - 2825 Ext. 4605</p> <p>Fax Number: (619) 696 - 7459</p> <p>Email Address: hchan@kingchavez.org</p> <p>Re-enter E-mail Address: hchan@kingchavez.org</p>	
<p>13 <input type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input checked="" type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470. If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.</p> <p>Block 13 please reference to form 470 in your response. Won't response to generic emails or Spam.</p>	
Block 3:	
14. [Reserved]	

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number: (619) 525-7320 
Block 4: Recipients of Service	
15 Billed Entities	
List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.	
Entity Number	Entity Name
16062687	KING CHAVEZ ACADEMY OF EXCELLENCE INC.

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number: (619) 525-7320

Block 5: Certifications and Signature

16 I certify that the applicant includes: (Check one or both.)

a schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

17 I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.

Or I certify that no technology plan is required by Commission rules.

18 I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.

19 I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

20 I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

21 I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.

22 I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

23 I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

24 I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Contact Phone Number: (619) 525-7320

25 Signature of authorized person: <input type="checkbox"/>	26 Date: <input type="checkbox"/>
---	-----------------------------------

27a Printed name of authorized person:
Howard Chan

27b Title or position of authorized person:
Director of Technology

Check here if the consultant in Item 7 is the Authorized Person.

27c Street Address, P.O. Box, Route Number, City, State, Zip Code:
415 31st Street

City: San Diego
State: CA
Zip Code: 92102

27d Telephone Number of Authorized Person:
(619) 232-2825 Ext. 4605

27e Fax Number of Authorized Person:
(619) 696-7459

27f E-mail Address of Authorized Person:
hchan@kingchavez.org

Re-enter E-mail Address:
hchan@kingchavez.org

27g Name of Authorized Person's Employer:
King Chavez Academy of Excellence, Inc.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at

www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100 

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320 
<p>NOTICE: In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.</p> <p>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</p> <p>The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.</p> <p>If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, <i>et seq.</i></p> <p>Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.</p>	

Please submit this form to:

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100 

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100 

FCC Form 470
 October 2010

[New Search](#)

[Return To Search Results](#)

NOTE 5

FCC Form 470

Approval by OMB
3060-0806

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form. (You can also file online at www.usac.org/sl)

Form 470 Application Number: 375210001067622	Applicant's Form Identifier:
Application Status: CERTIFIED	Posting Date: 11/27/2012
Allowable Contract Date: 12/25/2012	Certification Received Date: 11/27/2012

Block 1: Applicant Address and Information

1 Name of Applicant:
KING CHAVEZ ACADEMY OF EXCELLENCE INC.

2 Funding Year: 2013 (Funding years run from July 1 through the following June 30)

3 Entity Number: 16062687

4a Street Address, P.O.Box, or Route Number:
415 31ST. STREET

City: SAN DIEGO State: CA Zip Code: 92102-0000

4b Telephone Number: (619) 525-7320

4c Fax Number: (619) 696-7459

5a Eligible Entities That Will Receive Services:
Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in Item **15** the entity/entities that will pay the bills for these services.

Individual School (individual public or non-public school)

School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)

Library (including library system, library outlet/branch or library consortium as defined under LSTA)

Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)

Statewide application for (enter 2-letter state code)
representing (check all that apply)

All public schools/districts in the state

All non-public schools in the state

All libraries in the state

5b Recipient(s) of Services - Check all that apply:

Private Public Charter

Tribal Head Start State Agency

5c Number of eligible entities for which services are sought: 1

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:
Howard Chan

If the Contact Person's Street Address is the same as **Item 4a** above, check here. If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:
NOTE: USAC will use this address to mail correspondence
415 31ST. STREET

City: SAN DIEGO State: CA Zip Code: 92102-0000

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

6c Telephone Number: (619) 525-7320

6d Fax Number: (619) 696-7459

6e E-Mail Address: hchan@kingchavez.org
Re-enter E-mail Address: hchan@kingchavez.org

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name:
Name of Consultant's Employer:
Consultant's Street Address:

City: State: Zip Code:
Consultant's Telephone Number: Ext.
Consultant's Fax Number:
Consultant's E-mail Address:
Re-enter E-mail Address:
Consultant Registration Number:

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320
Block 2: Summary Description of Needs or Services Requested	
8 Telecommunication Services	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
<p>a <input type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Internet at: or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12</p> <p>Your RFP Identifier:</p>	
<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>	
Service	Quantity and/or Capacity
Phone Location (A Street)	8 Lines
Phone Location (Sherman)	1 Line
9 Internet Access	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
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<p>b <input checked="" type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.</p>	
<p>Whether you check YES or NO, you must list below the Internet Access services you seek. Specify each service (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users).</p>	
Service	Quantity and/or Capacity
Monthly Internet (A Street)	300 Users. Minimum of 10MB in increments of 10MB up to 100MB.
Monthly Internet (Sherman)	20 Users. Minimum of 10MB in increments of 10MB up to 100MB.

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
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<hr/>	
11 Basic Maintenance of Internal Connections	
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<hr/>	

Entity Number: 16062687	Applicant's Form Identifier:				
Contact Person: Howard Chan	Phone Number: (619) 525-7320				
<p>12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.</p> <p>Name: Howard Chan</p> <p>Title: Director of Technology</p> <p>Telephone Number: (619) 232 - 2825</p> <p>Fax Number: (619) 696 - 7459</p> <p>Email Address: hchan@kingchavez.org</p> <p>Re-enter E-mail Address: hchan@kingchavez.org</p>					
<p>13 <input type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.</p> <p><input checked="" type="checkbox"/> Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470. If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here. Block 13 please reference to form 470 in your response. Won't response to generic emails or Spam.</p>					
Block 3:					
14. [Reserved]					
Entity Number: 16062687	Applicant's Form Identifier:				
Contact Person: Howard Chan	Contact Phone Number: (619) 525-7320				
Block 4: Recipients of Service					
<p>15 Billed Entities</p> <p>List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470. Attach additional pages if needed.</p> <table border="1"> <thead> <tr> <th>Entity Number</th> <th>Entity Name</th> </tr> </thead> <tbody> <tr> <td>16062687</td> <td>KING CHAVEZ ACADEMY OF EXCELLENCE INC.</td> </tr> </tbody> </table>		Entity Number	Entity Name	16062687	KING CHAVEZ ACADEMY OF EXCELLENCE INC.
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16062687	KING CHAVEZ ACADEMY OF EXCELLENCE INC.				
Entity Number: 16062687	Applicant's Form Identifier:				
Contact Person: Howard Chan	Contact Phone Number: (619) 525-7320				
Block 5: Certifications and Signature					
<p>16 I certify that the applicant includes: (Check one or both.)</p> <p>a <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or</p> <p>b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).</p> <p>17 <input type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.</p> <p><input checked="" type="checkbox"/> Or I certify that no technology plan is required by Commission rules.</p> <p>18 <input checked="" type="checkbox"/> I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.</p> <p>19 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>20 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.</p> <p>21 <input checked="" type="checkbox"/> I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.</p> <p>22 <input checked="" type="checkbox"/> I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.</p> <p>23 <input checked="" type="checkbox"/> I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.</p> <p>24 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.</p>					
Entity Number: 16062687	Applicant's Form Identifier:				
Contact Person: Howard Chan	Contact Phone Number: (619) 525-7320				
25 Signature of authorized person: <input checked="" type="checkbox"/>	26 Date: 11/27/2012				
27a Printed name of authorized person: Howard Chan					

27b Title or position of authorized person:

Director of Technology

 Check here if the consultant in Item 7 is the Authorized Person.**27c** Street Address, P.O. Box, Route Number, City, State, Zip Code:

415 31st Street

City: San Diego

State: CA

Zip Code: 92102

27d Telephone Number of Authorized Person:

(619) 232-2825

27e Fax Number of Authorized Person:

(619) 696-7459

27f E-mail Address of Authorized Person:

hchan@kingchavez.org

Re-enter E-mail Address:

hchan@kingchavez.org

27g Name of Authorized Person's Employer:

King Chavez Academy of Excellence, Inc.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/si or call the SLD Client Service Bureau at 1-888-203-8100.

Entity Number: 16062687	Applicant's Form Identifier:
Contact Person: Howard Chan	Phone Number: (619) 525-7320

NOTICE: In accordance with Section 54.504 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504 (b). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100

FCC Form 470
October 2010

[New Search](#)

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Victor Murillo <vmurillo@kingchavez.org>

Re: E-Rate Filling

7 messages

Howard Chan <hchan@kingchavez.org>
To: Victor Murillo <vmurillo@kingchavez.org>
Cc: sally.bowen@cox.com

Tue, Feb 12, 2013 at 2:12 PM

Hello Sally,

To clarify, this is only for 201 A Street and 2258 Island Ave. contracts. Thanks.

Howard

On Tue, Feb 12, 2013 at 1:42 PM, Victor Murillo <vmurillo@kingchavez.org> wrote:

Hello Sally,

I just got off the phone with E-Rate and we will need you to redo the contract to start July 1, 2013 to qualify for E-Rate since we did a Form 470 for bid's. If you have any questions please call.

Sincerely,

Victor H. Murillo Jr.
King Chavez Neighborhood of Schools
Senior Technology Specialist
Information Technology Department

Office: (619) 663-5726

—
Howard Chan
Director of Technology
King-Chavez Neighborhood of Schools
<http://www.kingchavez.org>

Bowen, Sally (CCI-California) <Sally.Bowen@cox.com>
To: Howard Chan <hchan@kingchavez.org>, Victor Murillo <vmurillo@kingchavez.org>

Tue, Feb 12, 2013 at 2:15 PM

Hi Howard and Victor,

I will send these over to you by tomorrow.

Thank you,

Sally

Sally Bowen

Senior Account Executive

Cox Business

619-269-2519

sally.bowen@cox.com

P Please only print this if necessary.

Ask me how Cox Media can help your business

NOTICE: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system.

Thank you.

From: Howard Chan [mailto:hchan@kingchavez.org]

Sent: Tuesday, February 12, 2013 2:13 PM

To: Victor Murillo

Cc: Bowen, Sally (CCI-California)

Subject: Re: E-Rate Filling

[Quoted text hidden]

Howard Chan <hchan@kingchavez.org>
To: "Bowen, Sally (CCI-California)" <Sally.Bowen@cox.com>
Cc: Victor Murillo <vmurillo@kingchavez.org>

Thu, Feb 14, 2013 at 7:38 AM

Hi Sally,

We would like to submit our 471 by Friday, can you forward the new contracts? Thanks.

Regards,

Howard

[Quoted text hidden]

Bowen, Sally (CCI-California) <Sally.Bowen@cox.com>
To: Howard Chan <hchan@kingchavez.org>
Cc: Victor Murillo <vmurillo@kingchavez.org>

Thu, Feb 14, 2013 at 2:56 PM

I am leaving for a meeting but I promise I will send them later today.

Sally Bowen

Senior Account Executive

Cox Business

619-269-2519

sally.bowen@cox.com

P Please only print this if necessary.

Ask me how Cox Media can help your business

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Thank you.

From: Howard Chan [mailto:hchan@kingchavez.org]
Sent: Thursday, February 14, 2013 7:38 AM
To: Bowen, Sally (CCI-California)
Cc: Victor Murillo
Subject: Re: E-Rate Filling

[Quoted text hidden]

Bowen, Sally (CCI-California) <Sally.Bowen@cox.com>
To: Howard Chan <hchan@kingchavez.org>
Cc: Victor Murillo <vmurillo@kingchavez.org>

Thu, Feb 14, 2013 at 5:29 PM

Hi Howard and Victor,

Please see the attached agreements.

Thank you,

Sally

Sally Bowen

Senior Account Executive

Cox Business

619-269-2519

sally.bowen@cox.com

P Please only print this if necessary.

Ask me how Cox Media can help your business

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Thank you.

From: Howard Chan [mailto:hchan@kingchavez.org]
Sent: Thursday, February 14, 2013 7:38 AM
To: Bowen, Sally (CCI-California)
Cc: Victor Murillo
Subject: Re: E-Rate Filling

Hi Sally,

[Quoted text hidden]

[Quoted text hidden]

2 attachments

 **King Chavez CSA 201 A St.2-14-13.pdf**
76K

 **King Chavez CSA 2258 Island Ave.2-14-13.pdf**
75K

Howard Chan <hchan@kingchavez.org>
To: Victor Murillo <vmurillo@kingchavez.org>

Sat, Feb 16, 2013 at 7:26 AM

Hi Victor,

Lets get this filed on Tuesday.

Thanks and hope Disney was fun!

Howard
[Quoted text hidden]

2 attachments

 **King Chavez CSA 201 A St.2-14-13.pdf**
76K

 **King Chavez CSA 2258 Island Ave.2-14-13.pdf**
75K

Work <vmurillo@kingchavez.org>
To: Howard Chan <hchan@kingchavez.org>

Sat, Feb 16, 2013 at 9:35 AM

Hey Howard,

Had a blast and see you on Tuesday.

Sincerely,

Victor Murillo Jr.
Senior Technology Specialist

[Quoted text hidden]

<King Chavez CSA 201 A St.2-14-13.pdf>

<King Chavez CSA 2258 Island Ave.2-14-13.pdf>



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:
Federal Tax ID/SS #:

Sales Rep: Sally Bowen

CUSTOMER INFORMATION

AUTHORIZED CUSTOMER CONTACT INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC

Name: David Wilson

Doing Business As:

Title:

Service Address: 201 A ST
City/State/Zip: SAN DIEGO, CA - 92101

Business Phone:
Cell Phone:
Business Fax:

BILLING INFORMATION

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Billing Name:
Billing Address: 415 31ST ST
City/State/Zip: SAN DIEGO, CA - 92102

Name: Howard Chan
Name:
E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Cox Optical Internet 30 Mbps	1	36	1,500.00	0.00	1,295.00
	- Additional Features			0.00	0.00	0.00
New	Dynamic PRI 1.5 Mbps - 8 B Channels Unlimited Local	1	36	232.00	0.00	0.00
Contract Totals:				1,732.00	0.00	

Customer Initial _____

Important Information for Customer:

Regarding Data Installations - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

Regarding Phone Installations - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer 2. Wiring is completed by third party contractor 3. Wiring is completed by Cox Business Services installation technician; for an additional fee.

Termination Charges - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

For Private Line Type Services - If this Box contains an "x", Customer represents that at least 10% of the traffic on the Services is Interstate, International and/or delivered via the Internet.

Sales Tracking Code (internal use only) - _____

Special Conditions:

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices

above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the MRC set forth above for the duration of the Term. Cox may charge Customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a Service multiplied by the number of months remaining in the Term. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer

Cox California Telcom, LLC

Authorized Signature: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at

<http://www2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://www2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. PBX Usage and E911 Services PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://www2.cox.com/business/voice/regulatory.cox>, in addition to the information about PBX Service and e911 Service in Section C13 of the General Terms. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, and ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end

of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://www2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISIONS OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:
Federal Tax ID/SS #:

Sales Rep: Sally Bowen

CUSTOMER INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: David Wilson

Doing Business As:

Title:

Service Address: 2258 ISLAND AVE

Business Phone:

City/State/Zip: SAN DIEGO, CA - 92102

Cell Phone:

Business Fax:

BILLING INFORMATION

Billing Name:

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Howard Chan

Billing Address: 415 31ST ST

Name:

City/State/Zip: SAN DIEGO, CA - 92102

E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Cox Business Internet Select 10/2 Mbps	1	36	109.00	0.00	245.00
Contract Totals:				109.00	0.00	

Customer Initial _____

Important Information for Customer:

Regarding Data Installations - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

Regarding Phone Installations - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer 2. Wiring is completed by third party contractor 3. Wiring is completed by Cox Business Services installation technician; for an additional fee.

Termination Charges - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

For Private Line Type Services - If this Box contains an "x", Customer represents that at least 10% of the traffic on the Services is Interstate, International and/or delivered via the Internet.

Sales Tracking Code (internal use only) - TrackingCode

Special Conditions:

*****Cox Business Internet Select 10/2 Mbps*****

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is

valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the MRC set forth above for the duration of the Term. Cox may charge Customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a Service multiplied by the number of months remaining in the Term. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer

Cox California Telcom, LLC

Authorized Signature:

Print Name:

Title:

Date:

By:

Title:

Date:

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at

<http://www2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://www2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. PBX Usage and E911 Services PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://www2.cox.com/business/voice/regulatory.cox>, in addition to the information about PBX Service and e911 Service in Section C13 of the General Terms. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, and ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end

of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://www2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISIONS OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:
Federal Tax ID/SS #:

Sales Rep: Juana Valadez

NOTE 7

CUSTOMER INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC

Doing Business As:

Service Address: 201 A ST
City/State/Zip: SAN DIEGO, CA - 92101

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: David Wilson

Title:

Business Phone:

Cell Phone:

Business Fax:

BILLING INFORMATION

Billing Name:
Billing Address: 415 31ST ST
City/State/Zip: SAN DIEGO, CA - 92102

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Howard Chan

Name:

E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Cox Optical Internet 10 Mbps - Type 2	1	12	1,200.00	0.00	1,295.00
New	Dynamic T 1.5 Mbps - 8 Lines Unlimited Local	1	12	232.00	0.00	0.00
Contract Totals:				1,432.00	0.00	

Customer Initial AC

Important Information for Customer:

Regarding Data Installations - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

Regarding Phone Installations - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer 2. Wiring is completed by third party contractor 3. Wiring is completed by Cox Business Services installation technician; for an additional fee.

Termination Charges - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

For Private Line Type Services - If this Box contains an "x", Customer represents that at least 10% of the traffic on the Services is Interstate, International and/or delivered via the Internet.

Sales Tracking Code (internal use only) - _____ TrackingCode _____

Special Conditions:

Cox will install a Cox Optical Internet 10 Mbps -Type 2 and Dynamic T 1.5 Mbps-8 Lines Unlimited Local as a temporary solution while construction is being completed. Upon completion of the fiber build, Cox will migrate service to the fiber infrastructure and disconnect the Type II connections. There will be no termination liability associated with the Type II contract. Contract term for the fiber services begins at date of activation and will continue on 36 month term.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and

Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer

Cox California Telcom, LLC

Authorized Signature:

Howard Chan

Print Name:

Howard Chan

By: _____

Title:

Director of Technology

Title: _____

Date:

2/22/13

Date: _____

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:
Federal Tax ID/SS #:

Sales Rep: Sally Bowen

CUSTOMER INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC

Doing Business As:
Service Address: 2258 ISLAND AVE
City/State/Zip: SAN DIEGO, CA - 92102

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: David Wilson

Title:
Business Phone:
Cell Phone:
Business Fax:

BILLING INFORMATION

Billing Name:
Billing Address: 415 31ST ST
City/State/Zip: SAN DIEGO, CA - 92102

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Howard Chan
Name:
E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Cox Business Internet Select 10/2 Mbps	1	36	109.00	0.00	245.00
Contract Totals:				109.00	0.00	

Customer Initial HC

Important Information for Customer:

Regarding Data Installations - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

Regarding Phone Installations - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer 2. Wiring is completed by third party contractor 3. Wiring is completed by Cox Business Services installation technician; for an additional fee.

Termination Charges - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

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Sales Tracking Code (internal use only) - TrackingCode

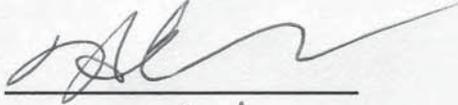
Special Conditions:
*****Cox Business Internet Select 10/2 Mbps*****

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is

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Customer

Authorized Signature:



Print Name:

Howard Chan

Title:

Dir of Tech

Date:

2/22/13

Cox California Telcom, LLC

By: _____

Title: _____

Date: _____

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at

<http://ww2.cox.com/aboutus/policies/business-general-terms-cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at

<http://ww2.cox.com/business/voice/regulatory-cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, non-recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

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4. Termination Customer may terminate any Service before the end

of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the non-recurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

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8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

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10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THESE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

NOTE 8, 9

FCC Form 471

Approval by OMB
3060-0806

**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

**Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)
The instructions include information on the deadlines for filing this application.**

Applicant's Form Identifier (Create an identifier for your own reference) 2850	Form 471 Application #: 901207 (To be assigned by administrator)
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Block 1: Billed Entity Address and Identifications
<p>1 Name of Billed Entity KING CHAVEZ ACADEMY OF EXCELLENCE INC.</p> <p>2 Funding Year 2013</p> <p>3a Entity Number 16062687</p> <p>3b FCC Registration Number 0019120880</p> <p>4a Street Address, P.O. Box, or Route Number 415 31ST. STREET</p> <p>City SAN DIEGO State CA Zip Code 92102-</p> <p>4b Telephone Number</p> <p>4c Fax Number</p> <p>5a Type of Application (check only one)</p> <p><input type="radio"/> Individual School (individual public or non-public school)</p> <p><input type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)</p> <p><input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA)</p> <p><input checked="" type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)</p> <p><input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply)</p> <p><input type="checkbox"/> All public schools/districts in the state</p> <p><input type="checkbox"/> All non-public schools in the state</p> <p><input type="checkbox"/> All libraries in the state</p> <p>5b Recipient(s) of Services:</p> <p><input type="checkbox"/> Private <input type="checkbox"/> Public <input checked="" type="checkbox"/> Charter</p> <p><input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency</p>

Entity Number: 16062687	Applicant's Form Identifier: 2850
Contact Person: Howard Chan	Contact Phone Number:

Block 1: Billed Entity Address and Identifications (continued)
<p>6a Contact Person's Name Howard Chan</p> <p>If the Contact Person's Street Address is the same as Item 4 above, check here. <input type="checkbox"/> If not, complete Item 6b.</p> <p>6b Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. 415 31ST. STREET</p> <p>City SAN DIEGO State CA Zip Code 92102-</p> <p>Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.</p> <p><input type="checkbox"/> 6c Telephone Number</p> <p><input type="checkbox"/> 6d Fax Number</p> <p><input checked="" type="checkbox"/> 6e E-Mail Address Re-enter E-mail Address</p> <p>6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address</p> <p>If a consultant is assisting you with your application process, please complete Item 6g below:</p> <p>6g Consultant Name Name of Consultant's Employer Consultant's Street Address</p> <p>City State Zip Code Consultant's Telephone Number Ext. Consultant's Fax Number Consultant's E-mail Address Re-enter E-mail Address Consultant Registration Number</p>

Entity Number: 16062687	Applicant's Form Identifier: 2850
Contact Person: Howard Chan	Contact Phone Number:

Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.

Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.

Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471

		Schools	Libraries
7a	Number of students or patrons to be served	328	0
b	Telephone service: Number of classrooms or rooms with phone service	9	0
c	Direct connections to the Internet: Number of drops	33	0
d	Number of classrooms or rooms with Internet access	33	0
e	Number of computers or other devices with Internet access	144	0
f	Number of dial-up Internet access and other connections of up to 200 kbps :	0	0
g	High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0
		At or greater than 1.5 mbps and less than 3 mbps	1
		At or greater than 3 mbps and less than 10 mbps	0
		At or greater than 10 mbps and less than 25 mbps	0
		At or greater than 25 mbps and less than 50 mbps	1
		At or greater than 50 mbps and less than 100 mbps	0
	Greater than 100 mbps	0	

Block 3:

8	[Reserved]
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Entity Number: 16062687	Applicant's Form Identifier: 2850
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Block 4: Discount Calculation Worksheet **Worksheet - 1540689**
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s): (For Administrator's Use)
School District or Library System Name: **School District or Library System Entity Number:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice/E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
KING CHAVEZ HIGH SCHOOL	16065087 06 34320 11390	U	328	328	100.000%	90	N	N	N	29520			90	
KING CHAVEZ SHERMAN	16073924	U	0	0	0.000%	20	N	Y	N	0			20	

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.														
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.													110	55%

Entity Number: 16062687		Applicant's Form Identifier: 2850																														
Contact Person: Howard Chan		Contact Phone Number:																														
Block 5: Discount Funding Request(s)		Block 5, page 1 of 3																														
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2459607 (to be assigned by administrator)																														
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22 Entity/Entities Receiving This Service:		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: 16073924																														
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13 SPIN – Service Provider Identification Number 143000014																																
14 Service Provider Name Cox California Telcom, LLC																																
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																
15b Contract Number 551610-01																																
15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																
15d <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:																																
16a Billing Account Number (e.g., billed telephone number) 619-5257325																																
16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 12/25/2012																																
18 Contract Award Date (mm/dd/yyyy) 07/28/2011																																
19 Service Start Date (mm/dd/yyyy) 07/01/2013																																
20a Service End Date (mm/dd/yyyy)																																
20b Contract Expiration Date (mm/dd/yyyy) 07/01/2016																																
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.																																
22 Entity/Entities Receiving This Service:		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: 16065087																														
		b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):																														

Entity Number: 16062687		Applicant's Form Identifier: 2850	
Contact Person: Howard Chan		Contact Phone Number:	
Block 6: Certifications and Signature			
24 <input checked="" type="checkbox"/> I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)			
a <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38) , that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or			
b <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.			
25 <input checked="" type="checkbox"/> I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).			
a	Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.)	22092	
b	Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	18967.2	
c	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	3124.8	
d	Total budgeted amount allocated to resources not eligible for E-rate support	100000	
e	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	103124.8	
f	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.		
26 <input type="checkbox"/> I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.			
Or <input checked="" type="checkbox"/> I certify that no technology plan is required by Commission rules.			
27 <input checked="" type="checkbox"/> I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.			
28 <input checked="" type="checkbox"/> I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.			
29 <input checked="" type="checkbox"/> I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.			
30 <input checked="" type="checkbox"/> I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.			

Entity Number: 16062687	Applicant's Form Identifier: 2850
Contact Person: Howard Chan	Contact Phone Number:

Block 6: Certification and Signature (Continued)

31 I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32 I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33 I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34 I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35 I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

36 I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37 I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38 Signature of authorized person <input checked="" type="checkbox"/>	39 Date 02/25/2013
---	-----------------------

40 Printed name of authorized person

41 Title or position of authorized person

Check here if the consultant in Item 6g is the Authorized Person.

42a Street Address, P.O. Box, or Route Number

City
 State Zip Code -

Entity Number: 16062687		Applicant's Form Identifier: 2850	
Contact Person: Howard Chan		Contact Phone Number:	
42b	Telephone Number of authorized Person	Ext.	
42c	Fax Number of Authorized Person		
42d	E-mail Address of authorized Person		
	Re-enter E-mail Address		
42e	Name of Authorized Person's Employer		
<p>NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.</p> <p>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</p> <p>The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.</p> <p>If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.</p> <p>Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.</p> <p>Please submit this form to: SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026</p> <p>For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to: SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100</p>			
FCC Form 471 - October 2010			

Close Print Preview

Previous

From: **Howard Chan** <hchan@kingchavez.org>
Date: Fri, Dec 13, 2013 at 9:54 AM
Subject: Fwd: WDF - 2013 E-Rate app #601207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC
To: Victor Murillo <vmurillo@kingchavez.org>

----- Forwarded message -----

From: **Ferry, William** <William.FERRY@sl.universalservice.org>
Date: Fri, Dec 13, 2013 at 9:49 AM
Subject: WDF - 2013 E-Rate app #601207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC
To: "Howard Chan@1-(619) 6967459" <IMCEAFAX-Howard+20Chan+401-+28619+29+206967459@solixinc.com>
Cc: "hchan@kingchavez.org" <hchan@kingchavez.org>

Dear Howard:

Please see the attached.

Bill Ferry

PIA Reviewer

Program Integrity Assurance

USAC, Schools and Libraries Division

Phone: [973-581-5033](tel:973-581-5033)

Fax: [973-599-6538](tel:973-599-6538)

E-mail: wferry@sl.universalservice.org



FY 2013 E-rate Application Information Request

12/13/2013

Contact Name: Howard Chan
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.
FCC Form 471 Application Number(s): 901207
Response Due Date: 12/28/2013

Dear Applicant:

The Program Integrity Assurance (PIA) team is in the process of reviewing your Funding Year 2013 FCC Form 471 Applications for E-rate discounts. To complete our review, we need additional information, which is listed below.

I. Eligibility of Products or Services

Issue

Based on the review of your Funding Year **2013** FCC Form 471 **#901207** for FRN **2459638**, your Item 21 Attachment was not sufficient to allow us to determine the eligibility of your request.

Questions

To assist us in the review of your application, we need the following information:

1. Vendor documentation which supports the funding request amount of **\$1,500.00/month**.

Please keep the following items in mind when provide vendor documentation:

- a. Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. Examples of supporting documentation include contracts, vendor quotes, vendor bills, invoices, etc.
- b. If you do not have vendor documentation that supports the total amount requested, please explain the difference between the amount you requested on the FRN and the amount shown on the documentation you provide.
- c. If you are requesting additional dollars to accommodate expected growth or increased usage, please indicate how you estimated this amount. Please also provide any relevant documentation that you used when determining the estimate for expected growth or increased usage.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in the denial or reduction of your funding request(s).

II. Eligibility of the Entities

Issue

Based on the review of your Funding Year **2013** FCC Form 471 application **#901207** and/or the documentation that you have provided, we were not able to determine the eligibility of your school entity, **KING CHAVEZ SHERMAN - BEN 16073924**. Eligible schools must meet the statutory definition of an elementary or secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)) and they must not be operating as for-profit businesses, and may not have an endowment exceeding \$50 million.

For additional information on eligibility requirements, see: Before You Begin Eligibility – <http://www.usac.org/sl/applicants/beforeyoubegin/default.aspx>.

Question

Please provide any documentation that will verify that the entity meets the statutory definition provided above of an elementary or secondary school.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in a reduction or denial of your funding request(s).

III. 28-Day Waiting Period / Contract Review

Issue

Based on the review of your Funding Year **2013** FCC Form 471 application **#901207**, FRNS **2459607, 24569623, 2459638** are requests for services being provided under contract. Program rules require that a signed and dated contract with the service provider be in place at the time of the submission of the FCC Form 471 certification.

For further guidance regarding contracts, Contract Award Date (CAD) and the process of selecting a service provider, please visit <http://www.usac.org/sl/applicants/step03/default.aspx>.

Questions

To assist us in the review of your application, we need the following information:

Is the FCC Form 470 **#505910001067514** the correct FCC Form 470 that was posted for the products or services requested on the FRN? **Yes** **No**

- If **No**, please provide the correct 15-digit FCC Form 470 that was posted for the requested service category. (If the correct FCC Form 470 was posted by your State and if the requested service is being purchased from a State Master Contract, please let us know.)

The FCC Form 470 that established the bidding for this FRN is: _____

- If **Yes**, please confirm if the Contract Award Date of **07/01/2013** is the correct CAD entered at the time the FCC Form 471 was completed? **Yes** **No**
 - If **No**, please provide the following information:
 1. A copy of the full contract, signed and dated by the applicant.
 2. Were the services procured under a State Master Contract? **Yes** **No**

- a. If **Yes**, what is the name and number of the State Master Contract?
3. Is the State Master Contract available online or been previously submitted to us in connection with the review of another FCC Form 471 application?
 Yes **No**
 - a. If **Yes**, what is the FCC Form 471 application that was involved?
 - b. If **No**, please provide a copy of the State Master Contract.

Note: If signed and dated contracts are not required under your state law or local procurement regulations, see the instructions below.

Signed and Dated Contracts are not required in my state (only complete this section if applicable)

In some states, signed and dated contracts are not required under state law or local procurement regulations. If the entity receiving the services under this FRN is located in such a state, please provide the following information:

1. Supporting documentation demonstrating that this state's contract laws or the entity's local procurement regulations do not require signed and dated contracts. If you are not able to provide supporting documentation, you must instead provide a contract that is signed and dated by the applicant. Examples of acceptable documentation include: a letter from your state procurement office, a copy of your state's contract laws, or a copy of your local procurement regulations.
2. Are you authorized to make the representations set forth below on behalf of **KING CHAVEZ ACADEMY OF EXCELLENCE INC.**, the entity represented on this letter, and are you the most knowledgeable person with regard to this information? **Yes** **No**
3. Can you confirm that the contract referenced for the FRN mentioned above meets your state or local procurement regulations or rules? **Yes** **No**

IV. FCC Form 470 Issues

Issue

Based on the review of your Funding Year **2013** FCC Form 471 application **#901207**, FCC Form 470 **#505910001067514** is referenced as the FCC Form 470 that established the 28-day competitive bidding process for FRNs **2459607**, **2459623**, **2459638**. However, our records do not include a signed Certification page for this FCC Form 470.

For additional information on required documentation,
see: <http://www.usac.org/res/documents/sl/pdf/forms/Proof-of-Postmark.pdf>.

Questions

To assist us in the review of your application, we need the following information:

1. Is the FCC Form 470 mentioned above the correct FCC Form 470 that established the competitive bidding for the requested services? **Yes** **No**

- a. If **No**, please provide the correct 15-digit FCC Form 470 that was posted for the requested services. (If the correct FCC Form 470 was posted by your State and if the requested service is being purchased from a State Master Contract, please let us know.)

The FCC Form 470 that established the bidding for this FRN is: _____

- b. If **Yes** and you have submitted the FCC Form 470 Certification, proceed to Option I below.
- c. If **Yes** and you have not submitted the FCC Form 470 Certification, proceed to Option II below.

Option I

1. If the cited FCC Form 470 certification was postmarked on or before the close of the FCC Form 471 filing window of the Funding Year please provide proof of mailing, such as a certified mail receipt, delivery tracking documentation, online certification confirmation page, or other equivalent documentation supporting proof of a mailing date on or before the window close date for the Funding Year. Please also provide a copy of the original FCC Form 470 certification page.
2. If your FCC Form 470 Certification was submitted with other documents or Forms in the same envelope, please indicate what documents or Forms were submitted with the Certification. Please also indicate the other Form types (FCC Form 471, FCC Form 486, etc.) that were in the envelope and their application number(s), if known.

Option II

1. If you are the authorized person on the FCC Form 470, please complete, sign and date a FCC Form 470 Certification page for this FCC Form 470 and provide it to us.
2. If you are not the authorized person on the FCC Form 470, please provide us with a completed FCC Form 470 Certification page, signed and dated by the FCC Form 470 authorized person.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in a reduction or denial of your funding request(s).

Response Reminders

Please email or fax the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review of your application(s). **Failure to send all of the information requested may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding

PIA Information Request
Page 5 of 5
Response due: 12/28/2013

request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,

Bill Ferry
PIA Reviewer
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone: 973-581-5033
Fax: 973-599-6538
E-mail: wferry@sl.universalservice.org

From: **Victor Murillo** <vmurillo@kingchavez.org>
Date: Thu, Dec 19, 2013 at 11:27 AM
Subject: Fwd: E-rate Copies
To: wferry@sl.universalservice.org

FCC Form 471 # 901207

--

Victor H. Murillo Jr.
King Chavez Neighborhood of Schools
Senior Technology Specialist
Information Technology Department

Office: [\(619\) 663-5726](tel:6196635726)

File0001 thru File0005
Resp. to 12/13/13 ltr.



Schools and Libraries Division

FY 2013E-rate Application Information Request

12/13/2013

Contact Name: Howard Chan
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.
FCC Form 471 Application Number(s): 901207
Response Due Date: 12/28/2013

Dear Applicant:

The Program Integrity Assurance (PIA) team is in the process of reviewing your Funding Year 2013 FCC Form 471 Applications for E-rate discounts. To complete our review, we need additional information, which is listed below.

I. Eligibility of Products or Services

Issue

Based on the review of your Funding Year 2013 FCC Form 471 #901207 for FRN 2459638, your Item 21 Attachment was not sufficient to allow us to determine the eligibility of your request.

Questions

To assist us in the review of your application, we need the following information:

1. Vendor documentation which supports the funding request amount of \$1,500.00/month.

Please keep the following items in mind when provide vendor documentation:

- a. Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. Examples of supporting documentation include contracts, vendor quotes, vendor bills, invoices, etc.
- b. If you do not have vendor documentation that supports the total amount requested, please explain the difference between the amount you requested on the FRN and the amount shown on the documentation you provide.
- c. If you are requesting additional dollars to accommodate expected growth or increased usage, please indicate how you estimated this amount. Please also provide any relevant documentation that you used when determining the estimate for expected growth or increased usage.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in the denial or reduction of your funding request(s).

II. Eligibility of the Entities

PIA Information Request
Page 2 of 5
Response due: 12/28/2013

Issue

Based on the review of your Funding Year 2013 FCC Form 471 application #901207 and/or the documentation that you have provided, we were not able to determine the eligibility of your school entity, KING CHAVEZ SHERMAN - BEN 16073924. Eligible schools must meet the statutory definition of an elementary or secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)) and they must not be operating as for-profit businesses, and may not have an endowment exceeding \$50 million.

For additional information on eligibility requirements, see: Before You Begin Eligibility – <http://www.usac.org/sl/applicants/beforeyoubegin/default.aspx>.

Question

Please provide any documentation that will verify that the entity meets the statutory definition provided above of an elementary or secondary school.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in a reduction or denial of your funding request(s).

III. 28-Day Waiting Period / Contract Review

Issue

Based on the review of your Funding Year 2013 FCC Form 471 application #901207, FRNS2459607, 24569623, 2459638 are requests for services being provided under contract. Program rules require that a signed and dated contract with the service provider be in place at the time of the submission of the FCC Form 471 certification.

For further guidance regarding contracts, Contract Award Date (CAD) and the process of selecting a service provider, please visit <http://www.usac.org/sl/applicants/step03/default.aspx>.

Questions

To assist us in the review of your application, we need the following information:

Is the FCC Form 470 #505910001067514 the correct FCC Form 470 that was posted for the products or services requested on the FRN? Yes No

- If No, please provide the correct 15-digit FCC Form 470 that was posted for the requested service category. (If the correct FCC Form 470 was posted by your State and if the requested service is being purchased from a State Master Contract, please let us know.)

The FCC Form 470 that established the bidding for this FRN is: _____

- If Yes, please confirm if the Contract Award Date of 07/01/2013 is the correct CAD entered at the time the FCC Form 471 was completed? Yes No
 - If No, please provide the following information:
 1. A copy of the full contract, signed and dated by the applicant.
 2. Were the services procured under a State Master Contract? Yes No

PIA Information Request
Page 3 of 5
Response due: 12/28/2013

- a. If Yes, what is the name and number of the State Master Contract?
3. Is the State Master Contract available online or been previously submitted to us in connection with the review of another FCC Form 471 application?
 Yes No
 - a. If Yes, what is the FCC Form 471 application that was involved?
 - b. If No, please provide a copy of the State Master Contract.

Note: If signed and dated contracts are not required under your state law or local procurement regulations, see the instructions below.

Signed and Dated Contracts are not required in my state (only complete this section if applicable)

In some states, signed and dated contracts are not required under state law or local procurement regulations. If the entity receiving the services under this FRN is located in such a state, please provide the following information:

1. Supporting documentation demonstrating that this state's contract laws or the entity's local procurement regulations do not require signed and dated contracts. If you are not able to provide supporting documentation, you must instead provide a contract that is signed and dated by the applicant. Examples of acceptable documentation include: a letter from your state procurement office, a copy of your state's contract laws, or a copy of your local procurement regulations.
2. Are you authorized to make the representations set forth below on behalf of **KING CHAVEZ ACADEMY OF EXCELLENCE INC.**, the entity represented on this letter, and are you the most knowledgeable person with regard to this information? X Yes No
3. Can you confirm that the contract referenced for the FRN mentioned above meets your state or local procurement regulations or rules? X Yes No

IV. FCC Form 470 Issues

Issue

Based on the review of your Funding Year 2013 FCC Form 471 application #901207, FCC Form 470 #505910001067514 is referenced as the FCC Form 470 that established the 28-day competitive bidding process for FRNs 2459607, 2459623, 2459638. However, our records do not include a signed Certification page for this FCC Form 470.

For additional information on required documentation, see:
<http://www.usac.org/res/documents/sl/pdf/forms/Proof-of-Postmark.pdf>.

Questions

To assist us in the review of your application, we need the following information:

1. Is the FCC Form 470 mentioned above the correct FCC Form 470 that established the competitive bidding for the requested services? X Yes No

PIA Information Request
Page 4 of 5
Response due: 12/28/2013

- a. If **No**, please provide the correct 15-digit FCC Form 470 that was posted for the requested services. (If the correct FCC Form 470 was posted by your State and if the requested service is being purchased from a State Master Contract, please let us know.)

The FCC Form 470 that established the bidding for this FRN is: _____

- b. If **Yes** and you have submitted the FCC Form 470 Certification, proceed to Option I below.
- c. If **Yes** and you have not submitted the FCC Form 470 Certification, proceed to Option II below.

Option I

1. If the cited FCC Form 470 certification was postmarked on or before the close of the FCC Form 471 filing window of the Funding Year please provide proof of mailing, such as a certified mail receipt, delivery tracking documentation, online certification confirmation page, or other equivalent documentation supporting proof of a mailing date on or before the window close date for the Funding Year. Please also provide a copy of the original FCC Form 470 certification page.
2. If your FCC Form 470 Certification was submitted with other documents or Forms in the same envelope, please indicate what documents or Forms were submitted with the Certification. Please also indicate the other Form types (FCC Form 471, FCC Form 486, etc.) that were in the envelope and their application number(s), if known.

Option II

1. If you are the authorized person on the FCC Form 470, please complete, sign and date a FCC Form 470 Certification page for this FCC Form 470 and provide it to us.
2. If you are not the authorized person on the FCC Form 470, please provide us with a completed FCC Form 470 Certification page, signed and dated by the FCC Form 470 authorized person.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in a reduction or denial of your funding request(s).

Response Reminders

Please email or fax the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review of your application(s). **Failure to send all of the information requested may result in a reduction or denial of funding.** If you need additional time to prepare your response, please let me know as soon as possible.

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding

PIA Information Request
Page 5 of 5
Response due: 12/28/2013

request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,

Bill Ferry
PIA Reviewer
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone: 973-581-5033
Fax: 973-599-6538
E-mail: wferry@sl.universalservice.org



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Sales Rep: Juana Valadez

Cust. Account #:
 Federal Tax ID/SS #:

CUSTOMER INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC
 Doing Business As:
 Service Address: 1010 2ND AVE, 200
 City/State/Zip: SAN DIEGO, CA - 92101

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: David Wilson
 Title:
 Business Phone:
 Cell Phone:
 Business Fax:

BILLING INFORMATION

Billing Name:
 Billing Address: 415 31ST ST
 City/State/Zip: SAN DIEGO, CA - 92102

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Howard Chan
 Name:
 E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	Cox Optical Internet 100 Mbps	1	36	3,000.00	0.00	1,295.00
	- Additional Features			0.00	0.00	0.00
Contract Totals:				3,000.00	0.00	

Customer Initial JP

Important Information for Customer:

Regarding Data Installations - Cox does NOT install hardware (including Network interface cards) or software on customer's computers, servers, or LAN hardware. Cox Business Services does not install or support customer premise networks. If network wiring is required, the customer may choose to wire the network themselves or have it completed by a third party vendor. The Cox point of demarcation is the Ethernet connection on Cox provided routing device or cable modem. Should customer require to move the data service after installation, charges may apply.

Regarding Phone Installations - Cox Business Services' point of demarcation is the building's minimum point of entry (MPOE). This point is generally the network interface unit or the telephone closet. Activation charges include the technician verifying dial tone at the point of demarcation. Additional verifications inside the business can be requested for an additional fee, per location. Should inside wiring (wiring past the point of demarcation) be required, the customer has three options: 1. Wiring is completed by the customer; 2. Wiring is completed by third party contractor; 3. Wiring is completed by Cox Business Services installation technician, for an additional fee.

Termination Charges - Termination charges equal to the sum of the waived non-recurring charge for the service if waived by the Company at service initiation plus 100% of any monthly charges for the unfulfilled term commitment will be applied if service is terminated prior to the term commitment indicated above.

For Private Line Type Services - If this box contains an "x", Customer represents that at least 10% of the traffic on the Services is Interstate, International and/or delivered via the Internet.

Sales Tracking Code (Internal use only) - _____ Tracking Code _____

Special Conditions:

By signing below, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). Customer agrees that state and federal regulations may apply to Cox Services and that, in the event of any change to such regulations, Cox Services shall be provided consistent with, and Customer's use of Cox Services must be consistent with, such regulations. Customer acknowledges receipt and acceptance of the AUP by signing below. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature.

If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges.

Customer

CoxCom, LLC ; Cox California Telcom, LLC

Authorized Signature:

[Handwritten Signature]

Print Name:

Howard Chau

By: _____

Title:

Tech Dir

Title: _____

Date:

7/28/11

Date: _____

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Gust. Account #:
 Federal Tax ID/SS #:

Sales Rep: Juana Valadez

CUSTOMER INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE, INC

Doing Business As:
 Service Address: 1010 2ND AVE, 200
 City/State/Zip: SAN DIEGO, CA - 92101

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: David Wilson

Title:
 Business Phone:
 Cell Phone:
 Business Fax:

BILLING INFORMATION

Billing Name:
 Billing Address: 415 31ST ST
 City/State/Zip: SAN DIEGO, CA - 92102

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Howard Chan
 Name:
 E-Mail:

Contract Type	Service / Equipment Description	Qty	Term in Months	MRC	NRC	Waived NRC
New	BVM-Basic Package - Local Unlimited	20	36	400.00	0.00	1,400.00
Contract Totals:				400.00	0.00	

Customer Initial HC

Important Information for Customer:

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Customer

CoxCom, LLC ; Cox California Telcom, LLC

Authorized Signature:



Print Name:

Howard Chan

By:

Title:

Tech Dr

Title:

Date:

7/28/11

Date:

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.



Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

Cust. Account #:
Federal Tax ID/SS #:

Sales Rep: Juana Valadez

CUSTOMER INFORMATION

Company Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC
Doing Business As:
Service Address: 2258 ISLAND AVE
City/State/Zip: SAN DIEGO, CA - 92102

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: David Wilson
Title:
Business Phone:
Cell Phone:
Business Fax:

BILLING INFORMATION

Billing Name:
Billing Address: 415 31ST ST
City/State/Zip: SAN DIEGO, CA - 92102

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Howard Chan
Name:
E-Mail:

Contract Type	Service / Equipment Description	Qty	Term In Months	MRC	NRC	Waived NRC
New	Cox Business Internet Select 10.0/2.0	1	36	109.00	0.00	245.00
Contract Totals:				109.00	0.00	

877 873 6277

Customer Initial HC

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Sales Tracking Code (internal use only) - _____ Tracking Code _____

Special Conditions:

Contract to be coterminous with existing agreement, expiration date 6/17/14.

By signing below, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). Customer agrees that state and federal regulations may apply to Cox Services and that, in the event of any change to such regulations, Cox Services shall be provided consistent with, and Customer's use of Cox Services must be consistent with, such regulations. Customer acknowledges receipt and acceptance of the AUP by signing below. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature.

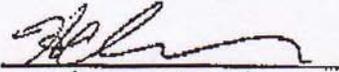
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Customer

CoxCom, LLC ; Cox California Telcom, LLC

Authorized Signature:



Print Name:

Howard Chan

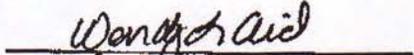
Title:

Tech Dir

Date:

9/27/2011

By:



Title:

Retention Manager

Date:

10/14/11

If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.