

From: **Ferry, William** <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)>  
Date: Thu, Dec 19, 2013 at 12:23 PM  
Subject: WDF - 2013 E-Rate app #901207 - KING CHAVEZ - Addtl Info Reqd  
To: "Howard Chan@1-(619) 6967459" <[IMCEAFAX-Howard+20Chan+401-+28619+29+206967459@solixinc.com](mailto:IMCEAFAX-Howard+20Chan+401-+28619+29+206967459@solixinc.com)>  
Cc: "[hchan@kingchavez.org](mailto:hchan@kingchavez.org)" <[hchan@kingchavez.org](mailto:hchan@kingchavez.org)>, "[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)" <[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)>

Hi Howard,

Thanks for your recent response. I have a few follow-up questions. Please see the attached.

- Please provide validation for BEN 16073924 - KING CHAVEZ SHERMAN.
- Please provide a signed certification page for FCC Form 470 #505910001067514.
- The actual contract award dates on your vendor documentation are all before the Allowable contract Date of 12/25/2012. Please indicate on what date you decided to remain with your pre-existing contracts.

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](mailto:wferry@sl.universalservice.org)



**FY 2013 E-rate Application Information Request**

12/19/2013

Contact Name: Howard Chan  
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
FCC Form 471 Application Number(s): 901207  
**Response Due Date: 01/03/2014**

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 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).

**II. 28-Day Waiting Period / Contract Review**

*Issue*

Based on the documentation that you have provided during the review of your Funding Year **2013** FCC Form 471 **#902107**, we have determined that FRN **2459607** is a request for services being provided under an existing contract. However, we are unable to determine exactly when you decided to remain with your existing contract. In certain situations, an applicant can choose to continue to receive services under an existing contract even after the applicant has posted their FCC Form 470 to the USAC website and waited 28-days before selecting a service provider (often referred to as the “28-day competitive bidding period”).

For additional information on contracts and the process of selecting a service provider, see: <http://www.usac.org/sl/applicants/step03/default.aspx>.

### Questions

To help us determine if your situation meets this criteria, please respond to the questions below.

1. When was the decision to remain with the existing contract made? Please provide month and date.
2. Was this decision documented in writing (e.g. email, memorandum, letter, etc.)? \_\_\_\_ **Yes**  
\_\_\_\_ **No**
  - a. If **Yes**, please provide a copy of the documentation verifying your entity's decision to remain with the existing contract.
  - b. If **No**, please state so.
3. How many bids were received for this service in response to the FCC Form 470 that was posted to the USAC website AFTER the existing contract was already in place (not in response to the FCC Form 470 that established the original bidding process for the existing contract)?
4. Please provide complete documentation indicating how and why you selected your current service provider. This documentation should include:
  - a. a description of your bid evaluation process as well as the bid evaluation sheets,
  - b. the individual factors you used to determine the winning bid, and
  - c. attendance sheets for any meetings regarding the FCC Form 470 and/or RFP or other solicitation vehicles.
5. If more than one factor was used in the evaluation process to determine the winning bid, please indicate how those factors were weighted (in other words, was one factor more important than any of the other factors during the bid evaluation process)?

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 documentation that you have provided during the review of your Funding Year **2013** FCC Form 471 #**902107**, we have determined that FRN **2459623** is a request for services being provided under an existing contract. However, we are unable to determine exactly when you decided to remain with your existing contract. In certain situations, an applicant can choose to continue to receive services under an existing contract even after the applicant has posted their FCC Form 470 to the USAC website and waited 28-days before selecting a service provider (often referred to as the "28-day competitive bidding period").

For additional information on contracts and the process of selecting a service provider, see: <http://www.usac.org/sl/applicants/step03/default.aspx>.

*Questions*

To help us determine if your situation meets this criteria, please respond to the questions below.

6. When was the decision to remain with the existing contract made? Please provide month and date.
7. Was this decision documented in writing (e.g. email, memorandum, letter, etc.)? \_\_\_\_\_**Yes**  
\_\_\_\_\_ **No**
  - a. If **Yes**, please provide a copy of the documentation verifying your entity's decision to remain with the existing contract.
  - b. If **No**, please state so.
8. How many bids were received for this service in response to the FCC Form 470 that was posted to the USAC website AFTER the existing contract was already in place (not in response to the FCC Form 470 that established the original bidding process for the existing contract)?
9. Please provide complete documentation indicating how and why you selected your current service provider. This documentation should include:
  - d. a description of your bid evaluation process as well as the bid evaluation sheets,
  - e. the individual factors you used to determine the winning bid, and
  - f. attendance sheets for any meetings regarding the FCC Form 470 and/or RFP or other solicitation vehicles.
10. If more than one factor was used in the evaluation process to determine the winning bid, please indicate how those factors were weighted (in other words, was one factor more important than any of the other factors during the bid evaluation process)?

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).

**IV. 28-Day Waiting Period / Contract Review**

*Issue*

Based on the documentation that you have provided during the review of your Funding Year **2013** FCC Form 471 **#902107**, we have determined that FRN **2459638** is a request for services being provided under an existing contract. However, we are unable to determine exactly when you decided to remain with your existing contract. In certain situations, an applicant can choose to continue to receive services under an existing contract even after the applicant has posted their FCC Form 470 to the USAC website and waited 28-days before selecting a service provider (often referred to as the "28-day competitive bidding period").

For additional information on contracts and the process of selecting a service provider, see: <http://www.usac.org/sl/applicants/step03/default.aspx>.

*Questions*

To help us determine if your situation meets this criteria, please respond to the questions below.

11. When was the decision to remain with the existing contract made? Please provide month and date.
12. Was this decision documented in writing (e.g. email, memorandum, letter, etc.)?  **Yes**  
 **No**
  - a. If **Yes**, please provide a copy of the documentation verifying your entity's decision to remain with the existing contract.
  - b. If **No**, please state so.
13. How many bids were received for this service in response to the FCC Form 470 that was posted to the USAC website AFTER the existing contract was already in place (not in response to the FCC Form 470 that established the original bidding process for the existing contract)?
14. Please provide complete documentation indicating how and why you selected your current service provider. This documentation should include:
  - g. a description of your bid evaluation process as well as the bid evaluation sheets,
  - h. the individual factors you used to determine the winning bid, and
  - i. attendance sheets for any meetings regarding the FCC Form 470 and/or RFP or other solicitation vehicles.
15. If more than one factor was used in the evaluation process to determine the winning bid, please indicate how those factors were weighted (in other words, was one factor more important than any of the other factors during the bid evaluation process)?

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).

**V. 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**, **24569623**, **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**

Response due: 01/03/2014

- 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 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.

PIA Information Request  
Page 6 of 6  
**Response due: 01/03/2014**

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](mailto:wferry@sl.universalservice.org)

From: **Victor Murillo** <[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)>  
Date: Fri, Dec 20, 2013 at 11:58 AM  
Subject: Re: WDF - 2013 E-Rate app #901207 - KING CHAVEZ - Addtl Info Reqd  
To: "Ferry, William" <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)>

Hello Mr. Ferry,

Hope this answers all your questions.

Victor

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On Fri, Dec 20, 2013 at 9:40 AM, Victor Murillo <[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)> wrote:  
Hello Mr. Ferry,

What is a BEN?

Victor

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On Thu, Dec 19, 2013 at 12:23 PM, Ferry, William <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)> wrote:

Hi Howard,

Thanks for your recent response. I have a few follow-up questions. Please see the attached.

- Please provide validation for BEN 16073924 - KING CHAVEZ SHERMAN.
- Please provide a signed certification page for FCC Form 470 #505910001067514.
- The actual contract award dates on your vendor documentation are all before the Allowable contract Date of 12/25/2012. Please indicate on what date you decided to remain with your pre-existing contracts.

Bill Ferry

PIA Reviewer

Program Integrity Assurance

USAC, Schools and Libraries Division

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

E-mail: [wferry@sl.universalservice.org](mailto:wferry@sl.universalservice.org)

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**Confidentiality Notice:** *The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.*

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

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

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

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



## FY 2013 E-rate Application Information Request

12/19/2013

Contact Name: Howard Chan  
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
FCC Form 471 Application Number(s): 901207  
**Response Due Date: 01/03/2014**

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 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.

**This location is a Business/Training Center not a School.**

#### *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).

### **II. 28-Day Waiting Period / Contract Review**

#### *Issue*

Based on the documentation that you have provided during the review of your Funding Year **2013** FCC Form 471 **#902107**, we have determined that FRN **2459607** is a request for services being provided under an existing contract. However, we are unable to determine exactly when you decided to remain with your existing contract. In certain situations, an applicant can choose to continue to receive services under an existing contract even after the applicant has posted their FCC Form 470 to the USAC website and waited 28-days before selecting a service provider (often referred to as the "28-day competitive bidding period").

For additional information on contracts and the process of selecting a service provider, see:  
<http://www.usac.org/sl/applicants/step03/default.aspx>.

### Questions

To help us determine if your situation meets this criteria, please respond to the questions below.

1. When was the decision to remain with the existing contract made? Please provide month and date. On March 5<sup>th</sup> 2013
2. Was this decision documented in writing (e.g. email, memorandum, letter, etc.)?  Yes \_\_\_\_\_  
**No**
  - a. If **Yes**, please provide a copy of the documentation verifying your entity's decision to remain with the existing contract.
  - b. If **No**, please state so.
3. How many bids were received for this service in response to the FCC Form 470 that was posted to the USAC website AFTER the existing contract was already in place (not in response to the FCC Form 470 that established the original bidding process for the existing contract)? **Three Bids (Verizon, Cox, and Earthlink)**
4. Please provide complete documentation indicating how and why you selected your current service provider. This documentation should include:  
**We selected Cox because they were meet able to meet everything we were looking for.**
5. If more than one factor was used in the evaluation process to determine the winning bid, please indicate how those factors were weighted (in other words, was one factor more important than any of the other factors during the bid evaluation process)?

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 documentation that you have provided during the review of your Funding Year **2013** FCC Form 471 **#902107**, we have determined that FRN **2459623** is a request for services being provided under an existing contract. However, we are unable to determine exactly when you decided to remain with your existing contract. In certain situations, an applicant can choose to continue to receive services under an existing contract even after the applicant has posted their FCC Form 470 to the USAC website and waited 28-days before selecting a service provider (often referred to as the "28-day competitive bidding period").

For additional information on contracts and the process of selecting a service provider, see:  
<http://www.usac.org/sl/applicants/step03/default.aspx>.

#### Questions

To help us determine if your situation meets this criteria, please respond to the questions below.

6. When was the decision to remain with the existing contract made? Please provide month and date. **March 5<sup>th</sup> 2013**
7. Was this decision documented in writing (e.g. email, memorandum, letter, etc.)?  Yes  No
  - a. If **Yes**, please provide a copy of the documentation verifying your entity's decision to remain with the existing contract.
  - b. If **No**, please state so.
8. How many bids were received for this service in response to the FCC Form 470 that was posted to the USAC website AFTER the existing contract was already in place (not in response to the FCC Form 470 that established the original bidding process for the existing contract)? **Three Bids (Verizon, Cox, and Earthlink)**
9. Please provide complete documentation indicating how and why you selected your current service provider. This documentation should include:  
**We selected Cox because they were meet able to meet everything we were looking for.**
10. If more than one factor was used in the evaluation process to determine the winning bid, please indicate how those factors were weighted (in other words, was one factor more important than any of the other factors during the bid evaluation process)?

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).

#### **IV. 28-Day Waiting Period / Contract Review**

##### *Issue*

Based on the documentation that you have provided during the review of your Funding Year **2013** FCC Form 471 **#902107**, we have determined that FRN **2459638** is a request for services being provided under an existing contract. However, we are unable to determine exactly when you decided to remain with your existing contract. In certain situations, an applicant can choose to continue to receive services under an existing contract even after the applicant has posted their FCC Form 470 to the USAC website and waited 28-days before selecting a service provider (often referred to as the "28-day competitive bidding period").

For additional information on contracts and the process of selecting a service provider, see:  
<http://www.usac.org/sl/applicants/step03/default.aspx>.

*Questions*

To help us determine if your situation meets this criteria, please respond to the questions below.

11. When was the decision to remain with the existing contract made? Please provide month and date. **March 5<sup>th</sup> 2013**
12. Was this decision documented in writing (e.g. email, memorandum, letter, etc.)?  Yes  No
  - a. If **Yes**, please provide a copy of the documentation verifying your entity's decision to remain with the existing contract.
  - b. If **No**, please state so.
13. How many bids were received for this service in response to the FCC Form 470 that was posted to the USAC website AFTER the existing contract was already in place (not in response to the FCC Form 470 that established the original bidding process for the existing contract)?  
**Three Bids (Verizon, Cox, and Earthlink)**
14. Please provide complete documentation indicating how and why you selected your current service provider. This documentation should include:  
**We selected Cox because they were meet able to meet everything we were looking for.**
15. If more than one factor was used in the evaluation process to determine the winning bid, please indicate how those factors were weighted (in other words, was one factor more important than any of the other factors during the bid evaluation process)?

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).

**V. 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.

PIA Information Request  
Page 6 of 6  
**Response due: 01/03/2014**

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 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](mailto:wferry@sl.universalservice.org)

**FORM 470 RECEIPT NOTIFICATION LETTER**  
(Funding Year 2013: 07/01/2013-06/30/2014)

December 10, 2012

Howard Chan  
KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
415 31ST. STREET  
SAN DIEGO, CA 92102-0000

**Re: Form 470 Application Number: 505910001067514**  
**Entity Number: 16062687**  
**Applicant's Form Identifier:**  
**Date Form 470 Posted: 11/27/2012**  
**Allowable Contract Date: 12/25/2012**

This is your notification that the above FCC Form 470, "Description of Services Requested and Certification Form" was successfully posted to the USAC website. This posting begins the required 28-day competitive bidding process.

Attached to this Form 470 Receipt Notification Letter (RNL) is a Report summarizing the information you provided to USAC for the FCC Form 470 referenced above. Also included are advisories to assist you in appropriate use of the FCC Form 470 to establish funding requests on your FCC Form 471.

It is important that you review this Report and your FCC Form 470 using the Search Posted tool from the Apply Online page now to make sure the quantities, products, and services you require have been correctly posted and, if necessary, take any appropriate corrective action as soon as possible. You are allowed to correct certain errors on your form but not others. The Report indicates if a correction to a field is allowed.

- If a correction to a field is allowed, follow the instructions below to submit your correction to USAC.
- If a correction to a field is not allowed, you must post a new FCC Form 470 and wait the required 28 days to correct this.

**DO NOT SEND CORRECTIONS TO THE CLIENT SERVICE BUREAU.** To make an allowable correction, please do the following:

- If you would like to request a correction to a field that does not appear in the attached Report, print a copy of your FCC Form 470 and clearly note your requested correction.
- Verify that the allowed correction can be made through the RNL correction process. Any non-allowable corrections submitted through the RNL correction process will not be made.
- Make a copy of your Report and indicate on the copy any allowable corrections in the spaces indicated.
- Sign the copy and include your name, title, contact information, and date.
- Submit the copy using the guidance posted on the "Ministerial & Clerical Errors" page on our website to make corrections.
- Corrections may be made until a Funding Commitment Decision Letter that features the above Form 470 Application Number is issued.
- Retain a copy of the RNL and any submitted corrections.
- To determine what corrections are allowable and why review of this Report is important to you, see the "Ministerial & Clerical Errors" page posted in the Reference Area of our website.

**GENERAL REMINDER**

- Use the Form 470 Application Number shown above in any FCC Form 471, Block 5 Funding Request that cites this FCC Form 470. Share this number with those schools and/or libraries who may wish to cite this FCC Form 470 in their FCC Form(s) 471.
- Follow all applicable state and local procurement laws and be prepared to demonstrate compliance with these laws.
- Include appropriate contingencies in contracts for any or all of the requested services in the event of modification or denial of funding.
- See "Guide to USAC Letter Reports" posted in Reference Area of our website for a description of each of the fields featured in the Report.
- Watch our website for information about the FCC Form 471 filing window.
- You can view your entire FCC Form 470 by clicking on the "Search Posted" button in the Apply Online area of the website.
- Use the print feature on your browser to print any portion of your FCC Form 470 or the entire application as posted.

COMPLETE PROGRAM INFORMATION is posted on our website. You may also contact our Client Service Bureau using the "Submit a Question" link on our website, toll-free by fax at 1-888-276-8736 or toll-free by phone at 1-888-203-8100. DO NOT SEND CORRECTIONS TO OUR CLIENT SERVICE BUREAU.

Schools and Libraries Division  
Universal Service Administrative Company

**Form 470 505910001067514RNL Report  
Funding Year 2013**

THIS REPORT DOES NOT CONTAIN ANY DECISIONS CONCERNING YOUR REQUESTS FOR DISCOUNTS.  
USE THIS REPORT TO LIST OR INDICATE CORRECTIONS YOU WISH TO MAKE TO YOUR FCC FORM 470.

Follow the guidance posted on the "Ministerial & Clerical Errors" page on our website to make allowable corrections. All corrections - including corrections to new fields - are subject to review for Program compliance and approval.

**Allowable Contract Date:** 12/25/2012

This is the earliest date to execute contracts for contracted services, select your service provider(s) (including tariff/month-to-month service providers), and sign and submit your FCC Form 471 based on this FCC Form 470. Any funding request with earlier dates for these actions that cite this FCC Form 470 as the establishing FCC Form 470 will result in denial.

- NOTE: If you issue an RFP after you post your FCC Form 470, you must wait the required 28 days starting with the day that the RFP becomes publicly available to all bidders.

Corrections Below Submitted by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email, Fax Number or Phone Number: \_\_\_\_\_

Item #	Data Entered on FCC Form 470	Make Corrections Here
1.	Name of applicant KING CHAVEZ ACADEMY OF EXCELLENCE INC.	
3.	Entity Number 16062687	
5b.	Recipients of Service	
5c.	Number of Eligible Entities 1	
6a.	Contact Person's Name Howard Chan	
6c.	Contact Telephone 619-525-7320	
6d.	Contact Fax 619-696-7459	
6e.	Contact Email hchan@kingchavez.org	
7.	Consultant Name Consultant Number Consultant Employer	
8.	Telecommunications Service Posted - No RFP	Corrections not allowed
9.	Internet Access Posted - No RFP	Corrections not allowed
10.	Internal Connections Other than Basic Maintenance Not Posted	Corrections not allowed
11.	Basic Maintenance of Internal Connections Not Posted	Corrections not allowed

- You cannot seek discounts for products or services in a Category of Service on the FCC Form 471 if those services in those categories were not indicated on a FCC Form 470. You must post a new FCC Form 470 indicating all categories where services may be requested and wait the required 28 days to correct this.
- If you indicated in this FCC Form 470 that an RFP is available for a service but one is not, your funding request will be denied. You must post a new FCC Form 470 indicating that an RFP is not available and wait the required 28 days to correct this.



22-534733  
22-535311

Form 471 (RAL)



Schools and Libraries Division

**FORM 471 RECEIPT ACKNOWLEDGMENT LETTER**  
(Funding Year 2013: 07/01/2013 - 06/30/2014)

March 05, 2013

Howard Chan  
KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
415 31ST. STREET  
SAN DIEGO, CA 92102

**Re: Form 471 Application Number: 901207**  
**Funding Year 2013: 07/01/2013 - 06/30/2014**  
**Applicant's Form Identifier: 2850**  
**Billed Entity Number: 16062687**

Your certified FCC Form 471, "Services Ordered and Certification Form," requested \$22,092.00 in total Schools and Libraries Program (Program) pre-discount costs for services. A copy of this information has been provided to the service provider(s) whose Service Provider Identification Number(s) (SPIN) is featured on this Form 471.

USAC provides a separate Form 471 Receipt Acknowledgment Letter (RAL) with a RAL Funding Requests Report (Report) for each application certified within the application window. The Report summarizes the information provided to USAC. A space is provided for you to make allowable corrections to any clerical errors or errors that you realize may result in reduction or denial of funding. USAC will perform a complete analysis before funds are committed. If additional errors are found during our review we will attempt to contact you for clarification before making a decision that results in denials or reductions.

Review this Report to verify that the information accurately reflects your request. If the information is accurate, file this letter with your records.

**DO NOT SEND CORRECTIONS TO THE CLIENT SERVICE BUREAU.** To make corrections, please do the following:

- Corrections may be made until a Funding Commitment Decision Letter for this FCC Form 471 application is issued.
- If you would like to request a correction to a field that does not appear in the attached Report, print a copy of your FCC Form 471 and clearly note your requested correction.
- If contact information provided above is incorrect, note any correction above and submit a signed copy of this page as a correction.
- Indicate any corrections you wish to make in the Report in the spaces indicated.
- Sign where indicated, and provide your name, title, contact information and date.
- Submit a copy of your marked-up RAL to the email address, fax number or mailing address posted in the "Ministerial & Clerical Errors" page of our website.
- Retain a copy of the RAL and any submitted corrections.

**REMINDERS REGARDING THE RAL**

- This letter does NOT contain any decisions concerning your requests for discounts.
- Funding requests that did not pass Minimum Processing Standards are not included in the Report following this letter.
- See "Guide to USAC Letter Reports" posted in the Reference Area of our website for a description of each individual field in the following Report.

Schools and Libraries Division - Correspondence Unit  
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685  
Visit us online at: [www.usac.org/sl](http://www.usac.org/sl)

It's the Network<sup>®</sup> for

# King Chavez Academy

Response to Request for Proposal  
for 470 E-Rate Cellular Service

December 4, 2012





## CONFIDENTIALITY

This document may contain Verizon Wireless Confidential Information and such information will be clearly identified as Confidential. The information disclosed within this document by Verizon Wireless is intended for the sole purpose of providing information regarding Verizon Wireless' capabilities to provide the identified products and services. By receipt and acceptance of this document, King Chavez Academy agrees that it will not use the identified Confidential Information for any other purpose except as expressly provided herein. Further, the King Chavez Academy agrees that it will not disclose, disseminate or otherwise make available this Confidential Information to anyone, other than those employees who have a need to know in order to evaluate Verizon Wireless' response to the ITB. The King Chavez Academy further agrees that in the event it utilizes a consultant for any purposes in connection with the review and evaluation of this proposal, whether the consultant is disclosed or undisclosed, that the King Chavez Academy accepts liability for the consultant as its agent. Furthermore, the King Chavez Academy agrees that it will take appropriate actions, by instructions, agreement or otherwise, to satisfy its obligations hereunder.



December 4, 2012

Ms. Cindy Atlas  
**King Chavez Academy**  
 415 31<sup>st</sup> Street  
 San Diego, CA 92102

Re: Response to Request for Proposal for 470 E-Rate Cellular Service

Dear Ms. Atlas:

Verizon Wireless is pleased to submit our response to the King Chavez Academy Request for Proposal. Verizon Wireless offers the most extensive and the most reliable cellular networks in the country, as well as the nation's most reliable high-speed wireless broadband network. We offer innovative choices for wireless services, including voice, data, messaging, Internet access, e-mail, and e-commerce services, as well as custom solutions.

This proposal is submitted based on the terms and conditions of the Western States Contracting Alliance (WSCA) Contract for Services #1907 ("the Agreement"). The WSCA pricing, terms and conditions negotiated on behalf of the member states and political subdivisions enable Verizon Wireless to offer you the lowest possible prices for cellular services. The WSCA Agreement, Addenda and Attachments can be found on [AboutWSCA.Org](http://AboutWSCA.Org) site for your review. The Agreement includes the following:

All terms and conditions to be governed by the WSCA Agreement and the Participating Addendum;

- Monthly access discount for agency-responsible lines on select calling plans with a monthly access charge of \$34.99 or more;
- Monthly access discount for employee liable lines on select calling plans with a monthly access charge of \$34.99 or more;
- Equipment discounts at the highest attainment tier;
- No early termination or activation fees on corporate liable lines;
- 25% discount off the retail price of accessories;
- Term: April 16, 2012 through October 31, 2016

Verizon Wireless would like to recommend the following price plan offers. Please also refer to the Verizon Wireless Pricing Sheet attached in the proposal for all details.

**Nationwide Calling Plans:**

Price Plan	Minutes/Data Per Line (a)	Monthly WSCA Charge Per Line (b)	Number of Lines (c)	Total Minutes/Data (a x c)	Total Monthly WSCA Charge (b x c)
Nationwide 3G CA Consumption Voice Plan *	\$0.06	0	4	1,695 Minutes	\$101.70
ST OF CA Mobile Broadband Data Plan (3G & 4G LTE)	Unlimited	\$37.99	4	Unlimited	\$151.96
<b>Totals</b>			<b>8</b>	<b>1,695/Unlimited</b>	<b>\$253.66</b>

\*Per minute rate of \$0.06. The Voice Plan includes Night & Weekends, Mobile to Mobile, Domestic Long Distance & Roaming. \*\*The Voice & Data Plan includes Unlimited Domestic Data, Night & Weekends, Mobile to Mobile, Domestic Long Distance & Roaming, and Unlimited Domestic Text.



**Features:**

Feature	Allowance Per Line	Monthly WSCA Charge Per Line	Number of Lines	Total Monthly Charge
Domestic TEXT/PICTURE/VIDEO Messages	100	\$0.00	1	\$0.00
Domestic TEXT/PICTURE/VIDEO Messages	300	\$3.00	1	\$3.00
Domestic TEXT/PICTURE/VIDEO Messages	1000	\$10.00	1	\$10.00
Domestic TEXT/PICTURE/VIDEO Messages	Unlimited	\$12.00	1	\$12.00
3G/4G Push to Talk Unlimited Calling Feature CA GOVERNMENT LINES ONLY	Unlimited	\$10.00	4	\$40.00
3G/4G Email Feature for Blackberry & Smartphones CA GOVERNMENT LINES ONLY	Unlimited	\$24.99	4	\$99.96
<b>Totals</b>			<b>12</b>	<b>\$164.96</b>

**Equipment Offers:**

Equipment	Full Retail Price	WSCA Equipment Price	Quantity	Total WSCA One-Time Charge
Verizon Wireless MIFI4620L – 4G LTE	\$269.99	\$0.00*	4	\$0.00*
Apple iPhone 5 4G LTE – 16GB**	\$649.99	\$199.99	4	\$799.96
<b>Totals</b>			<b>8</b>	<b>\$799.96</b>

\*Customer must activate service on a Mobile Broadband plan with monthly access fee of \$27.99 or higher.

\*\* iPhones and iPads are manufactured by a third party in China. Available while supplies last Device quantities may be limited.



## **E-Rate Program: Overview**

As a service provider participating in the E-rate program, Verizon Wireless can provide eligible wireless communications services that assist the District with coordinating administrative and educational needs effectively. For example, the cost of the wireless service, e.g., access and usage, are generally eligible for the E-rate discount when used at a place of instruction and for educational purposes. The cost of the equipment or maintenance on the equipment however, is not eligible. Visit USAC's SLD website at [www.sl.universalservice.org/reference](http://www.sl.universalservice.org/reference) to view a full listing of eligible E-rate services.

Verizon Wireless SPIN: 143000677

Verizon Wireless FCC Registration Number: 0003-2906-73

Verizon Wireless can support E-rate invoicing through either the Service Provider Invoice (SPI) form or the Billed Entity Applicant Reimbursement (BEAR) form. Verizon Wireless' forms and SPI invoices are submitted on behalf of multiple customers, and as such, Verizon Wireless cannot disclose information relating to other customers to the District. Verizon Wireless also considers its completed forms, SPI invoices, and other Verizon Wireless documents as confidential and proprietary information. Customers may request a quarterly report reflecting the filings submitted to USAC.

Verizon understands that the District wishes to make the entire contract contingent on a funding commitment from USAC. However, the District shall be responsible for all accrued monthly access charges, all actual usage charges, E-Rate ineligible items, and any related charges and fees (including but not limited to taxes, roaming fees, long distance fees, and surcharges) associated with its actual use of the service and to the extent that they are not reimbursed by E-Rate.

Please visit the following websites for further information regarding the E-Rate Program at:

- Verizon Wireless website – <http://b2b.vzw.com/govt/erate.html>
- Universal Service Administrative Company website – <http://www.sl.universalservice.org/>

## **California Teleconnect Fund**

Verizon Wireless participates in the California Teleconnect Fund (CTF), which is a state program administered by the California Public Utilities Commission. The CTF offers discounts on telecommunication services; regulated service providers are required to give discounts of 50% off certain qualified services. Since December 2008, CTF added Internet Access and Internet Access data plans as eligible services for the discount. The CTF applies to schools, California Community Colleges, libraries, community based organizations, and government-owned hospitals or clinics (hospitals and health clinics that are owned and operated by a municipal, county government, or a hospital district) and California Telehealth Network (CTN) participants.

Under the CTF, Verizon Wireless can provide additional discounts off of our proposed service pricing as the CTF discount applies after the E-rate discount has been taken.

Verizon Wireless is registered for the California Teleconnect Fund under CPCN #3001, Cellco Partnership dba Verizon Wireless.

## **Warranty**

Verizon Wireless will reasonably assist the King Chavez Academy with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the King Chavez Academy will receive the manufacturer's consumer



warranty, typically one (1) year in length. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

Verizon Wireless offers subscribers several alternatives for obtaining replacement handsets. These alternatives include exchange programs for devices in and out of warranty as well as optional extended warranty insurance programs.

### **New Equipment**

Subscribers may return wireless equipment purchased from Verizon Wireless for any reason (whether defective or not) within 30 days of the original date of purchase.

### **Defective Equipment**

If a device is found to be defective more than 30 days after the purchase date, Verizon Wireless can assist the subscriber with placing a warranty claim with the device manufacturer. Alternatively, if the subscriber would prefer an immediate replacement device and the malfunctioning device is still within the manufacturer's warranty period (typically one year), the subscriber may obtain a Certified Like New Replacement in exchange for the defective unit at no charge.

**Note on all Certified Like New Replacements:** Subscribers are eligible for a refurbished handset unit if device is defective as defined in the manufacturer's warranty. Certified Like New Replacements will be either the same make/model as the defective unit or a comparable model (subject to availability). Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program.

### **Equipment Protection Programs**

Verizon Wireless also offers the following programs available for an additional monthly fee:

- **Total Equipment Coverage (Open Market Item)** - Total Equipment Coverage includes Asurion Wireless Phone Protection and Verizon Wireless' Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery is included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit [www.MyMobileRecovery.com](http://www.MyMobileRecovery.com) to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit [www.mymobilerecovery.com/phones\\_supported](http://www.mymobilerecovery.com/phones_supported) to see a list of available devices.
- **Asurion Wireless Phone Protection<sup>1</sup> (Open Market Item)** - Within 30 days of activating a new device<sup>2</sup>, you may purchase device insurance through Verizon Wireless but provided by Asurion<sup>3</sup>. Verizon

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<sup>1</sup> Subject to availability. For more information about additional terms, contact Asurion at 1-888-881-2622.

<sup>2</sup> Netbooks sold through Verizon Wireless are eligible for lost, stolen and accidental damage insurance under the Asurion Wireless Phone Protection (WPP) Program. This includes HP Netbooks as well as future Netbooks launched by Verizon Wireless. Netbooks are in the Advanced Devices WPP Tier: \$5.18/month and \$99 deductible.



Wireless will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions<sup>4</sup>. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment<sup>5</sup>.

- **Extended Warranty (Open Market Item)** - Under the Extended Warranty Program, managed by Verizon Wireless, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. Verizon Wireless will exchange defective equipment after the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

**Pricing**

Pricing and deductibles are specific to the type of device enrolled in the program. There are two tiers – Advanced Devices and Phones. Note: Advanced Devices typically include Smartphones, certain 3G Multimedia devices, and Netbooks (Wireless Phone Protection only). Phones are all other devices, except Tablets and iPhones.

MONTHLY PREMIUMS			
	EXTENDED WARRANTY	WIRELESS PHONE PROTECTION	TOTAL EQUIPMENT COVERAGE
Basic Phones	\$1.99	\$5.18	\$6.99
Advanced Devices	\$1.99	\$8.18	\$9.99
Apple® iPhone® 4/4S	\$1.99	\$8.18	\$9.99
Tablets*	\$1.99	\$8.18	\$9.99
Apple® iPad® 2/new iPad	\$1.99	\$8.18	\$9.99
DEDUCTIBLES – LOST, STOLEN OR DAMAGE CLAIMS			
Extended Warranty	No deductible		
Basic Phones	\$45 deductible for Basic Phones with a \$400 claim limitation		
Advanced Devices	\$99 deductible for advanced devices with a \$1500 claim limitation		
Apple iPhone 4/4S	\$169 deductible for 8 & 16 GB iPhone 4/4S with a \$1500 claim limitation \$199 deductible for 32 & 64 GB iPhone 4/4S with a \$1500 claim limitation		
Tablets*	\$149 deductible for tablets with a \$1500 claim limitation		
iPad 2/new iPad	\$149 deductible for tablets with a \$1500 claim limitation		

\* Please note all Motorola tablets are not eligible for Extended Warranty or Total Equipment Coverage.

<sup>3</sup> You may cancel your coverage at any time and receive a pro-rated refund of your unused premium.

<sup>4</sup> Subscribers are limited to two claims within a 12 month period (two claim limit per policy year in New York) with a device maximum of \$1500 for tablets and advanced devices and \$400 for phones.

<sup>5</sup>Asurion may fulfill claims with new or remanufactured equipment. In general, claims are fulfilled with the same make and model you claim. If this is not possible, a like-kind make and model will be substituted. Color, feature and accessory compatibility are not guaranteed. See [www.phoneclaim.com/verizon](http://www.phoneclaim.com/verizon) for a complete brochure on equipment protection, including Asurion Wireless Phone Protection.



### **Standard Upgrade**

Wireless equipment that has been in service for a minimum of 10 months is eligible for an equipment upgrade at the Government discounted pricing regardless of contract vehicle chosen. If the equipment is upgraded or replaced due to loss or theft of the device prior to completing 10 months of service, full retail price may be charged.

### **Technical Support**

Verizon Wireless provides technical support to troubleshoot and to help resolve technical-related issues. Technical Support Specialists are available twenty-four (24) hours a day, seven (7) days a week. This group of professional specialists can be reached through the GCO's toll free number or toll and airtime free by dialing 611 or \*611 from the wireless phone.

### **References**

Verizon Wireless has provided point of contact information for companies that have agreed to act as references for our wireless services. These companies will determine what information they will share with you when contacted by the King Chavez Academy. Reference information is considered confidential information.

Yuba City Unified School District  
730 Gray Avenue  
Yuba City, CA 95991  
Contact: Johnna Hensen, E-Rate Administrator  
Phone: 530-822-5032  
Fax: 530-822-4354  
Email: [jhensen@ycusd.k12.ca.us](mailto:jhensen@ycusd.k12.ca.us)

Santa Barbara Unified School District  
724 Santa Barbara Street  
Santa Barbara, CA 93101  
Contact: Brian Tanguay, Purchasing Coordinator  
Phone: 805-963-4338x282  
Fax: 805-963-5685  
Email: [btanguay@sbsdk12.org](mailto:btanguay@sbsdk12.org)

Chula Vista Elementary School District  
84 East J Street  
Chula Vista, CA 91910  
Contact: Ann Pering  
Phone: 619-425-9600 ext. 1483  
Fax: 619-426-7981  
Email: [annmarie.pering@cvesd.org](mailto:annmarie.pering@cvesd.org)

### **Representative's Contact Information**

Joel Chavez  
Government Account Executive  
10525 Vista Sorrento Parkway  
Suite 150  
San Diego, CA 92121  
Phone: (858) 866-6154  
Email: [Joel.Chavez@vzw.com](mailto:Joel.Chavez@vzw.com)



Please be aware, this quote does not incorporate or include any other prior written or oral communications, materials, documents, representations, or presentations of any kind. No part of this quote may be modified unless done so in writing and signed by an authorized representative of Verizon Wireless. This quote is valid for ninety (90) days, unless otherwise agreed upon between the King Chavez Academy and Verizon Wireless.



**Verizon Wireless Pricing Sheet**  
**Western States Contracting Alliance (WSCA) Contract**  
**State of California Participating Addendum Number 7-10-70-16**  
**Custom Rate Plans**

As stated in the State of California WSCA Participating Addendum Master Price Contract #7-10-70-16 Amendment #5, in consideration of allowing local government agencies to choose from either (i) the special State of California pricing identified in the Pricing Worksheets incorporated into the Participating Addendum and/or (ii) standard WSCA pricing, any line that receives new equipment under a standard WSCA plan must remain on standard WSCA pricing for at least ten (10) months, and may not switch to any Plan offered under State of CA Pricing until at least ten months of its one year individual line term have been completed. In the event any such line switches prior to the expiration of at least ten (10) months of its one year line term, then Verizon Wireless will migrate the line back to its original standard WSCA plan. Verizon Wireless is not required to provide notice when it migrates a line back to its original standard WSCA pricing under the terms of this paragraph.

<b>WSCA CALIFORNIA 3G/4G NATIONWIDE CONSUMPTION VOICE PLAN</b>	
<b>(On Network only)</b>	
<b>STATE OF CALIFORNIA GOVERNMENT LINES ONLY</b>	
<b>The WSCA Nationwide Consumption Plan is NOT eligible for monthly fee discounts.</b>	
<b>Monthly Access Fee</b>	\$0.00
<b>Anytime Voice Minutes</b>	0
<b>Per Minute Rate</b>	\$0.06
<b>Domestic Long Distance</b>	Included
<b>Unlimited Night &amp; Weekend Minutes</b>	Included
<b>Unlimited Mobile to Mobile Calling Minutes</b>	Included
<b>Data Sent or Received</b>	\$1.99/ MB

**Note:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \$10 Push to Talk feature and \$24.99 Government Email featured for BlackBerry & Smartphones may be attached to this rate plan.

<b>WSCA Nationwide 3G/4G Unlimited Calling Plan</b>	
<b>STATE OF CALIFORNIA GOVERNMENT LINES ONLY</b>	
<b>WSCA Nationwide Unlimited Calling Plan is NOT eligible for monthly fee discounts.</b>	
<b>Monthly Access Fee</b>	\$ 54.99
<b>Monthly Anytime Minutes</b>	Unlimited
<b>Domestic Long Distance</b>	Included
<b>Data Sent or Received</b>	\$1.99/ MB or per data package**

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). \*\*See attached Calling Plan and Feature Details for important information about calling plans, features and options. Smartphones and Multimedia Phones require a data package. \$10 Push to Talk feature and \$24.99 Government Email feature may be attached to this rate plan.



**Mobile Broadband Data 3G/4G Plan  
STATE OF CALIFORNIA GOVERNMENT LINES ONLY**

<b>Monthly Access Fee</b>	\$37.99
<b>MB Allowance</b>	Unlimited
<b>NationalAccess Roaming</b>	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
<b>Per Minute Rate†</b>	\$0.25
<b>Domestic Long Distance</b>	Included

**Notes:** If usage on this plan exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. 3G and 4G Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G equipment and 4G coverage. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. \*Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States.

**Government 3G/4G Email Feature for Blackberry & Smartphones  
STATE OF CALIFORNIA GOVERNMENT LINES ONLY**

**The Government Email Feature is NOT eligible for monthly access fee discounts.  
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus  
Notes, POP3, and IMAP email accounts**

	<b>As a feature added to an eligible plan</b>
<b>Monthly Access Fee</b>	\$24.99
<b>MB Allowance</b>	Unlimited
<b>NationalAccess Roaming</b>	\$0.002 per KB (Canada) / \$0.005 per KB (Mexico)
<b>Per Minute Rate††</b>	Per the Voice Calling Plan

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. † Optional Feature may only be added to WSCA CA 3G Nationwide Consumption Plan or to the WSCA Nationwide Unlimited Calling Plan. †† Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance.

**3G/4G Push to Talk Unlimited Calling Feature  
STATE OF CALIFORNIA GOVERNMENT LINES ONLY**

**The Push to Talk Unlimited Feature is NOT eligible for monthly access fee discounts.**

<b>Monthly Access Fee</b>	\$10.00
<b>One to One and Group Push to Talk</b>	Unlimited

**Note:** The Push to Talk feature must be added to an eligible voice calling plan. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply.



**3G/4G Messaging (Text/Picture/Video) Features  
STATE OF CALIFORNIA GOVERNMENT LINES ONLY**

**These Messaging Features are NOT eligible for monthly access fee discounts or promotions**

Included Messages	Monthly Fee*	Overage Rate
100	\$0.00*	\$0.10 Per message sent/received-per address
300	\$3.00*	
1000	\$10.00*	

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Feature(s) can only be added to the WSCA California Nationwide Consumption Voice Plan, WSCA Nationwide Unlimited Calling Plan and Mobile Broadband Data Plan (3G & 4G) State of California Government Subscribers only. These Messaging Feature packages are not available on any other rate plans.

**3G/4G Unlimited Messaging (Text/Picture/Video) Feature**

**This Messaging Feature is NOT eligible for monthly access fee discounts or promotions**

Included Messages	Monthly Fee*
Unlimited	\$12.00

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Feature(s) can only be added to eligible voice calling plan or \$37.99 Mobile Broadband Data plan.

**3G/4G Mobile Broadband Connect Feature for Smartphone**

**The Mobile Broadband Connect Feature is NOT eligible for monthly access fee discounts and promotions**

<b>Monthly Access Fee</b>	\$10.00
<b>Monthly MB Allowance</b>	Unlimited
<b>NationalAccess Roaming</b>	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
<b>Per Minute Rate*</b>	\$0.25 per minute
<b>Domestic Long Distance</b>	Included

Notes: Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. This feature requires Smartphone activation. Feature(s) can only be added to eligible voice calling plan combined with the Government Email Feature for BlackBerry and Smartphone.



## **CALLING PLAN AND FEATURE DETAILS:**

**Calling Plans and Associated Charges:** Government Subscribers may activate Wireless Service on the calling plans included with your Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. Subscribers may take advantage of promotions or purchase Equipment at corporate pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

**Anytime Minutes:** Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at [www.verizonwireless.com](http://www.verizonwireless.com). Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial \*228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

**Long Distance:** Unlimited domestic long distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

**Customer's Cell Phone Number and Caller ID:** Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

**Unlimited Messaging:** Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

**Mobile to Mobile Calling:** Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal® services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

**Night and Weekend Minutes:** Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.\*

**\*NOTE:** If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.



### Verizon Wireless Calling Plan Included Features<sup>1</sup>

<b>Call Waiting<sup>2,7</sup></b>	<b>Three Way Calling<sup>2,7</sup></b>
<b>Call Forwarding<sup>2,7</sup></b>	<b>No Answer/ Busy Transfer<sup>7</sup></b>
<b>Caller ID<sup>3,7</sup></b>	<b>Basic Voice Mail<sup>2,4,7</sup></b>
<b>411 Search<sup>5,7</sup></b>	<b>Basic Text Messaging<sup>6</sup></b>
<b>Mobile Web<sup>2,7,8</sup></b>	<b>International Calling/ Roaming<sup>9</sup></b>

<sup>1</sup> Not available in some areas.

<sup>2</sup> Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

<sup>3</sup> When making a call, subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing \*67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

<sup>4</sup> Airtime charges apply to message retrieval.

<sup>5</sup> 411 Search, directory assistance with automatic call completion is subject to a \$1.99 per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

<sup>6</sup> Text Messaging offered at the prevailing rate, currently \$0.20 per inbound and \$0.20 per outbound message per address \$0.25 for picture messages. Text message charges are subject to change.

<sup>7</sup> Feature not included on NationalAccess and Mobile Broadband Plans at no charge, but are available at the prevailing Verizon Wireless rates.

<sup>8</sup> Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on Smartphones or the Email and Web for BlackBerry Plans. Unless a V Cast, or Mobile TV Select Package, is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. Complete terms and conditions for Mobile Web may be found at [www.verizonwireless.com](http://www.verizonwireless.com).

<sup>9</sup> International Calling/ Roaming prices start at \$.49 a minute (plus airtime). For complete terms and conditions for International Calling/ Roaming please visit [verizonwireless.com/international](http://verizonwireless.com/international).

**Push to Talk:** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

**Text Messaging:** Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

**Mobile to Mobile Messaging:** Cannot be combined with any other package that includes a Text or Picture & Video message allowance. Mobile to Mobile Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless subscribers' wireless phones while both wireless subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see [www.vtext.com](http://www.vtext.com) for additional details and countries.



**Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

**International Long Distance (I-DIAL):** International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at [www.verizonwireless.com](http://www.verizonwireless.com) and are subject to change.

**International Roaming (Global Phone/ GlobalAccess/ GlobalEmail):** International roaming requires digital or tri-mode CDMA phone with current software. Global Phone requires CDMA/GSM- capable phones and compatible SIM card. I-Dial required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Premium text messaging programs that are accessible domestically are also accessible when roaming internationally and charges will be in addition to text messaging roaming charges. Where available calls placed to directory assistance, entertainment lines and any third-party services are billed (along with applicable toll charges) in addition to roaming rates. Message waiting indicator service is not available where text messaging is not available. Availability of services and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice. See [verizonwireless.com/international](http://verizonwireless.com/international) for rates and destinations, which are subject to change without notice. Existing subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the subscriber's MTN or to 000-000-0086. Taxes, surcharges and other regulatory fees may apply and may vary by country. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

**Roaming in CDMA countries outside of the US:** CDMA Roaming rates are available at [www.verizonwireless.com](http://www.verizonwireless.com). Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

**Roaming in GSM countries:** CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See [www.verizonwireless.com](http://www.verizonwireless.com) for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

#### Data Plans and Feature

**Data Plans and Features:** Data Plan and Feature usage is subject to Acceptable Use Policy, available on [www.verizonwireless.com](http://www.verizonwireless.com). Monthly Megabyte allowances apply only to Mobile Broadband data transmissions. Other data (Quick 2 Net<sup>SM</sup> or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service area. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the subscriber pressing or clicking SEND or CONNECT button. Customer must maintain virus protection when accessing the service.



**Permitted Uses:** Wireless Email and Data Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

**Prohibited Uses:** While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties' Internet-based resources, including the generation or dissemination of viruses, malware, or "denial of service" (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Mobile Broadband and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See [verizonwireless.com/privacy](http://verizonwireless.com/privacy).]

**Megabyte (MB) Data Plans:** Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and Mobile Broadband data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

**Data Roaming:** In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit [verizonwireless.com/narooming](http://verizonwireless.com/narooming). In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. 1-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.1XRTT Roaming Feature. When roaming domestically, Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where 1XRTT Roaming is available, see [www.verizonwireless.com](http://www.verizonwireless.com). 1XRTT roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

**GlobalAccess:** Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install GlobalAccess VZAccess Manager<sup>SM</sup> and run the OTA wizard. GlobalAccess subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to Mobile Broadband and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and Mobile Broadband Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

**GlobalEmail:** GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of subscribers that



have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

**GlobalAccess and Global Email SIM Cards:** SIM Cards are available for use only with your Global PC Card, Global Smartphone, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

## Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

### **Federal Universal Service Charge**

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – October 1, 2012 is 4.04% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 17.4%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

### **Regulatory Charge**

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.16 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at [www.fcc.gov](http://www.fcc.gov).

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.



# WSCA SAVE ON OUR LATEST DEVICES.



BlackBerry® Bold™ 9930  
 smartphone



BlackBerry® Bold™ 9930  
 smartphone without camera



BlackBerry® Curve™ 3G 9330  
 smartphone in Gray



BlackBerry® Curve™ 9310  
 smartphone - Social Messaging  
 Ready



BlackBerry® Curve™ 9370  
 smartphone



Motorola DROID XYBOARD 8.2  
 16GB



Motorola DROID XYBOARD 8.2  
 32GB



Pantech 4G LTE Global USB Modem  
 UML290



Samsung Galaxy Tab 2 (7.0)



Samsung Galaxy Tab 7.7

Pricing		Features
Your Price: \$99.99 New 1 yr line term required per phone. \$509.99 full retail price.		Touch Screen QWERTY Keyboard 1.2GHz Processor BlackBerry 7 OS VZ Navigator
Your Price: \$149.99 New 1 yr line term required per phone. \$509.99 full retail price.		Touch Screen QWERTY Keyboard 1.2GHz Processor BlackBerry 7 OS VZ Navigator
Your Price: \$0.00 New 1 yr line term required per phone. \$299.99 full retail price.		2.0 Megapixel Camera Wi-Fi Mobile Broadband Capable VZ Navigator V CAST Music with Rhapsody
Your Price: \$29.99 New 1 yr line term required per phone. \$299.99 full retail price.		Iconic BlackBerry® QWERTY keyboard Preloaded instant messaging apps like BBM, 3.2 Megapixel Camera Parental Controls BlackBerry® Media Player
Your Price: \$99.99 New 1 yr line term required per phone. \$409.99 full retail price.		5.0 Megapixel Camera Wi-Fi Mobile Broadband Capable VZ Navigator Global Ready
Your Price: \$429.99 New 1 yr line term required per phone. \$429.99 full retail price.		Highly Portable Design 8.2" Cinematic Screen DROID Durability Verizon 4G LTE Bass-Blasting Sound
Your Price: \$529.99 New 1 yr line term required per phone. \$529.99 full retail price.		Highly Portable Design 8.2" Cinematic Screen DROID Durability Verizon 4G LTE Bass-Blasting Sound
Your Price: \$0.00 New 1 yr line term required per phone. \$249.99 full retail price.		4G Technology Up to 10X Faster than 3G Backwards Compatible to 3G Fold-away USB Connector External Antenna Connector
Your Price: \$349.99 New 1 yr line term required per phone. \$349.99 full retail price.		Verizon 4G LTE Network Perfectly designed to GRAB and GO Made for Entertainment Media Hub Peel Smart Remote
Your Price: \$399.99 New 1 yr line term required per phone. \$399.99 full retail price.		4G Technology Thinnest 4G LTE Tablet 7.7" Super AMOLED plus Display Dual-Core 1.4GHz Processor & 1GB RAM Peel Smart Remote and Built-in IR Blaster

Company Line Tier: 15,000+

Please contact your Verizon Wireless business specialist for additional information on products, pricing and services.  
 Please ask about our current WSCA Promotions!

The above prices are for customers purchasing off the Western States Contracting Alliance Agreement (#1907), and are limited time offers, subject to availability and change without notice, calling plan terms and conditions, and credit approval, if applicable. Verizon Wireless sponsored rebates are instant for government-liable customers and are included in the price shown. Offers only available through the Verizon Wireless Enterprise and Government Channel Subject to the Agreement Individual 1 year line term requirement for pricing. Get it Now and Picture Messaging are subject to terms of use. In CA, sales tax calculated on unactivated phone price. Visit [verizonwireless.com](http://verizonwireless.com) for complete details. The additional 25% accessory discount does not apply to the Essential Bundle Package. ©2010 Verizon Wireless. 0211-C1807

Date Created: 11/01/2012  
 Limited time offers.



# WSCA SAVE ON OUR LATEST DEVICES.



Samsung Galaxy Tab™



Samsung Galaxy Tab™ 10.1 16GB Gray



Samsung Galaxy Tab™ 10.1 16GB White



Samsung Galaxy Tab™ 10.1 32GB Gray



Verizon Wireless 4G LTE USB Modem 551L



Verizon Wireless M2M 4G LTE USB Modem 551L



Verizon Wireless MiFi™ 2200 Intelligent Mobile Hotspot - OTA



Verizon Wireless PC770 2-in-1 Card and ExpressCard®



Verizon Wireless UMW190 Global USB Modem



Verizon Wireless USB760 Modem

Pricing	Features
Your Price: \$299.99 New 1 yr line term required per phone. \$299.99 full retail price.	Android 1.3MP front-facing Camera 3.0MP rear-facing Camera HTML Web Browser WiFi: 802.11 b/g/n
Your Price: \$529.99 New 1 yr line term required per phone. \$529.99 full retail price.	4G Technology Android Honeycomb 3.1 2MP front-facing camera 3.0MP rear-facing Camera HTML with Adobe Flash Support
Your Price: \$529.99 New 1 yr line term required per phone. \$529.99 full retail price.	4G Technology Android Honeycomb 3.1 2MP front-facing camera 3.0MP rear-facing Camera HTML with Adobe Flash Support
Your Price: \$629.99 New 1 yr line term required per phone. \$629.99 full retail price.	4G Technology Android Honeycomb 3.1 2MP front-facing camera 3.0MP rear-facing Camera HTML with Adobe Flash Support
Your Price: \$0.00 New 1 yr line term required per phone. \$249.99 full retail price.	4G Technology Up to 10X Faster than 3G Backwards Compatible to 3G Fold-away USB Connector Internal Antenna
Your Price: \$0.00 New 1 yr line term required per phone. \$249.99 full retail price.	Uses 4G and compatible to 3G Up to 10X Faster than 3G Fold-away USB Connector For Business use with CradlePoint Routers
Your Price: \$49.99 New 1 yr line term required per phone. \$269.99 full retail price.	Mobile Broadband Capable Connect up to five WiFi-enabled devices at one Type A USB Port compatible via included Internal Antenna
Your Price: \$49.99 New 1 yr line term required per phone. \$269.99 full retail price.	Windows 7 Compatible External Antenna Connector ExpressCard Slot Mobile Broadband Capable Supports Windows 2000, XP and Vista and Mac
Your Price: \$0.00 New 1 yr line term required per phone. \$219.99 full retail price.	Windows 7 Compatible Mobile Broadband Capable Type A USB Port Compatible Global Ready External Antenna Connector
Your Price: \$29.99 New 1 yr line term required per phone. \$189.99 full retail price.	Windows 7 Compatible Mobile Broadband Capable Type A USB Port Compatible No CD Required For Installation Hot Swappable, Removable Memory (up to 8GB)

Company Line Tier: 15,000+

Please contact your Verizon Wireless business specialist for additional information on products, pricing and services. Please ask about our current WSCA Promotions!

The above prices are for customers purchasing off the Western States Contracting Alliance Agreement (#1907), and are limited time offers, subject to availability and change without notice, calling plan terms and conditions, and credit approval, if applicable. Verizon Wireless sponsored rebates are instant for government-liable customers and are included in the price shown. Offers only available through the Verizon Wireless Enterprise and Government Channel Subject to the Agreement Individual 1 year line term requirement for pricing. Get it Now and Picture Messaging are subject to terms of use. In CA, sales tax calculated on unactivated phone price. Visit verizonwireless.com for complete details. The additional 25% accessory discount does not apply to the Essential Bundle Package. ©2010 Verizon Wireless. 0211-C1807

Date Created: 11/01/2012  
 Limited time offers.



# WSCA SAVE ON OUR LATEST DEVICES.

	Pricing	Features
 Verizon Wireless Verizon Jetpack™ 4G LTE Mobile Hotspot 890L	Your Price: \$19.99 New 1 yr line term required per phone. \$249.99 full retail price.	Up to 10X Faster than 3G Connect up to ten WiFi-enabled devices at one Interactive OLED display screen Backwards Compatible to 3G Global Ready
 Verizon Wireless Verizon Jetpack™ 4G LTE Mobile Hotspot MiFi™ 4620L	Your Price: \$49.99 New 1 yr line term required per phone. \$269.99 full retail price.	Up to 10X Faster than 3G Connect up to ten WiFi-enabled devices at one Interactive OLED display screen Backwards Compatible to 3G Global Ready
 Casio® G'zOne Commando®	Your Price: \$49.99 New 1 yr line term required per phone. \$449.99 full retail price.	5.0 Megapixel Camera Ruggedized Skype Mobile Touch Screen Mobile Hotspot
 HTC DROID INCREDIBLE 4G LTE	Your Price: \$99.99 New 1 yr line term required per phone. \$499.99 full retail price.	Android 4.0, Ice Cream Sandwich Exclusive Beats Audio HTC Sense Interface 8.0 Megapixel Camera Verizon 4G LTE Network
 HTC Rezound™	Your Price: \$199.99 New 1 yr line term required per phone. \$649.99 full retail price.	Verizon 4G LTE Network Beats by Dr. Dre Beats Headphones Front and Rear-Facing Camera 720p HD Display
 HTC Rhyme™	Your Price: \$49.99 New 1 yr line term required per phone. \$439.99 full retail price.	A Seamless Ecosystem Tangle-Free Headphones Charging Docking Station Charm Call Indicator Camera with Face Detection
 LG Enlighten™	Your Price: \$29.99 New 1 yr line term required per phone. \$329.99 full retail price.	Android 3.2 Megapixel Camera Touch Screen Virtual QWERTY Keyboard Wi-Fi
 HTC Trophy™	Your Price: \$99.99 New 1 yr line term required per phone. \$429.99 full retail price.	Windows Phone 7 Bluetooth Stereo Support 5.0 Megapixel Camera HTML Web Browser Global Ready
 LG Lucid™ with FREE HEADSET	Your Price: \$19.99 New 1 yr line term required per phone. \$449.99 full retail price.	Quick and easy access to Calling, Messaging, Bright 4" display protected by Corning Gorilla Easy to grip, slim design Verizon 4G LTE Network 1.2 GHz Dual-Core Processor
 LG Intuition with FREE HEADSET	Your Price: \$149.99 New 1 yr line term required per phone. \$599.99 full retail price.	5-inch display Ideal viewing experience on the tablet-like QuickMemo Document management 8-megapixel rear-facing camera

Company Line Tier: 15,000+

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 Please ask about our current WSCA Promotions!

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 Limited time offers.



# WSCA SAVE ON OUR LATEST DEVICES.



Motorola DROID RAZR HD 16GB  
 Motorola DROID 4  
 Motorola DROID RAZR M in White  
 Motorola DROID RAZR M  
 Motorola DROID RAZR MAXX HD  
 Motorola DROID RAZR MAXX  
 Motorola DROID RAZR in White 16GB  
 Pantech Breakout™  
 Pantech Marauder™  
 Samsung Galaxy S III 16GB in Blue

Pricing	Features
Your Price: \$199.99 New 1 yr line term required per phone. \$599.99 full retail price.	1.5 GHz dual-core processor 4.7" Super AMOLED HD Reinforced Case Verizon 4G LTE Network SMARTACTIONS App
Your Price: \$99.99 New 1 yr line term required per phone. \$549.99 full retail price.	Increased Protection 5-Row Slide-Out QWERTY Keyboard Color for Facebook Verizon 4G LTE Network MotoCast
Your Price: \$99.99 New 1 yr line term required per phone. \$549.99 full retail price.	4.3-inch edge-to-edge display in a compact Google Chrome Premium Materials Circle Widgets SMARTACTIONS App
Your Price: \$99.99 New 1 yr line term required per phone. \$549.99 full retail price.	4.3-inch edge-to-edge display in a compact Google Chrome Premium Materials Circle Widgets SMARTACTIONS App
Your Price: \$299.99 New 1 yr line term required per phone. \$649.99 full retail price.	1.5 GHz dual-core processor 4.7" Super AMOLED HD Reinforced Case Verizon 4G LTE Network SMARTACTIONS™ App
Your Price: \$199.99 New 1 yr line term required per phone. \$649.99 full retail price.	Ultra-slim Design An Immensity of Battery Power Dual-core 1.2 GHz processor Color for Facebook Memory:
Your Price: \$99.99 New 1 yr line term required per phone. \$599.99 full retail price.	Ultra-slim Design Reinforced Case Verizon 4G LTE Network Remote PC Access with MotoCast Processor 1.2GHz
Your Price: \$29.99 New 1 yr line term required per phone. \$359.99 full retail price.	Verizon 4G LTE Network Simultaneous Voice and Data Android Bluetooth Stereo Support Front and Rear Cameras
Your Price: \$49.99 New 1 yr line term required per phone. \$329.99 full retail price.	Verizon 4G LTE Network Easy User Interface, choose Starter or Standard Slide out QWERTY keyboard 5.0 Megapixel Camera Android 4.0, Ice Cream Sandwich
Your Price: \$199.99 New 1 yr line term required per phone. \$599.99 full retail price.	S-Beam: Transfer files from/to Galaxy S III Allshare Play: Stream multimedia content to Pop up play: Watch videos in a small window while 4.8" HD Super AMOLED Display 1.5 Ghz Dual-Core Processor and 2GB Ram

Company Line Tier: 15,000+

Please contact your Verizon Wireless business specialist for additional information on products, pricing and services.  
 Please ask about our current WSCA Promotions!

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Date Created: 11/01/2012  
 Limited time offers.



# WSCA SAVE ON OUR LATEST DEVICES.



Samsung Galaxy S III 16GB in White



Samsung Galaxy S III 32GB in Blue



LG Extravert™



LG Cosmos™ 2



Samsung Stratosphere™



Samsung Galaxy Stellar



Pantech Jest™ 2



Samsung Brightside



LG Revere™



Pantech Hotshot™

	Pricing	Features
	Your Price: \$199.99 New 1 yr line term required per phone. \$599.99 full retail price.	S-Beam: Transfer files from/to Galaxy S III Allshare Play: Stream multimedia content to Pop up play: Watch videos in a small window while 4.8" HD Super AMOLED Display 1.5 Ghz Dual-Core Processor and 2GB Ram
	Your Price: \$249.99 New 1 yr line term required per phone. \$649.99 full retail price.	S-Beam: Transfer files from/to Galaxy S III Allshare Play: Stream multimedia content to Pop up play: Watch videos in a small window while 4.8" HD Super AMOLED Display 1.5 Ghz Dual-Core Processor and 2GB Ram
	Your Price: \$49.99 New 1 yr line term required per phone. \$209.99 full retail price.	Bluetooth 2.0 Megapixel Camera Backup Assistant Plus QWERTY Keyboard Removable Memory
	Your Price: \$29.99 New 1 yr line term required per phone. \$189.99 full retail price.	Camera 1.3 Megapixel Mobile Web Text Messaging Bluetooth Stereo Support Mobile Email
	Your Price: \$49.99 New 1 yr line term required per phone. \$409.99 full retail price.	Verizon 4G LTE Network 1GHz processor 4" Super AMOLED touch screen 5.0 MP camera and 1.3 MP Front Facing Web First Verizon 4G LTE smartphone with full
	Your Price: \$0.00 New 1 yr line term required per phone. \$329.99 full retail price.	Easy User Interface, choose Starter or Standard Fits comfortably in the palm of your hand Preloaded with a suite of Amazon apps 1.2GHz Dual Core Processor Verizon 4G LTE Network
	Your Price: \$79.99 New 1 yr line term required per phone. \$249.99 full retail price.	2.0 Megapixel Camera QWERTY Keyboard Removable Memory VZ Navigator Global Ready
	Your Price: \$99.99 New 1 yr line term required per phone. \$249.99 full retail price.	3.2 Megapixel Camera HTML Web Browser Mobile Email Bluetooth Stereo Support VZ Navigator
	Your Price: \$49.99 New 1 yr line term required per phone. \$219.99 full retail price.	Camera 1.3 Megapixel Bluetooth Media Center Speakerphone VZ Navigator
	Your Price: \$119.99 New 1 yr line term required per phone. \$269.99 full retail price.	3.2 Megapixel Camera Virtual QWERTY Keyboard Removable Memory V CAST Videos VZ Navigator

Company Line Tier: 15,000+

Please contact your Verizon Wireless business specialist for additional information on products, pricing and services.  
 Please ask about our current WSCA Promotions!

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# WSCA SAVE ON OUR LATEST DEVICES.



Casio® G'zOne Ravine™ 2



Motorola Barrage™ Non-Camera



Samsung Gusto™ 2



Samsung Convoy™ 2



Samsung Intensity® III

	Pricing	Features
	Your Price: \$129.99 New 1 yr line term required per phone. \$319.99 full retail price.	Global Ready Mobile Email Instant Messaging Push to Talk Ruggedized
	Your Price: \$129.99 New 1 yr line term required per phone. \$299.99 full retail price.	Bluetooth Push to Talk Mobile Email V CAST Music with Rhapsody (subscription, VZ Navigator
	Your Price: \$0.00 New 1 yr line term required per phone. \$199.99 full retail price.	Camera 1.3 Megapixel Media Center Text Messaging VZ Navigator Mobile Email
	Your Price: \$29.99 New 1 yr line term required per phone. \$249.99 full retail price.	3.2 Megapixel Camera HTML Web Browser Push to Talk Ruggedized VZ Navigator
	Your Price: \$49.99 New 1 yr line term required per phone. \$279.99 full retail price.	Slide-out QWERTY Keyboard with dedicated Ruggedized Exterior plastics 80% Post-Consumer Material 2.0 Megapixel Camera Enhanced Social Networking Capabilities

Company Line Tier: 15,000+

Please contact your Verizon Wireless business specialist for additional information on products, pricing and services.  
 Please ask about our current WSCA Promotions!

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STANDARD PRICING FOR WSCA

# APPLE EQUIPMENT PRICING.

	iPhone 4	iPhone 4S	iPhone 5		
	8 GB	16 GB	16 GB	32 GB	64 GB
<b>Pricing</b>	<b>FREE</b> \$449.99 full retail price	<b>\$99<sup>99</sup></b> \$549.99 full retail price	<b>\$199<sup>99</sup></b> \$649.99 full retail price	<b>\$299<sup>99</sup></b> \$749.99 full retail price	<b>\$399<sup>99</sup></b> \$849.99 full retail price
<b>Terms &amp; Conditions</b>	New 1-year activation required to qualify for monthly access fee discounts.				

	Apple iPad <sup>®</sup> 2	The new Apple <sup>®</sup> iPad <sup>®</sup> with WiFi-4G LTE		
	16 GB	16 GB	32 GB	64 GB
<b>Pricing</b>	<b>\$529<sup>99</sup></b> \$529.99 full retail price	<b>\$629<sup>99</sup></b> \$629.99 full retail price	<b>\$729<sup>99</sup></b> \$729.99 full retail price	<b>\$829<sup>99</sup></b> \$829.99 full retail price
<b>Terms &amp; Conditions</b>	New 1-year activation required to qualify for monthly access fee discounts.			

Please contact your Verizon Wireless business specialist for additional information on products and services.

Our Surcharges (incl. Fed. Univ. Svc. of 17.4% of interstate and int'l telecom charges (varies quarterly), 16¢ Regulatory and 99¢ Administrative/line/mo., and others by area) are not taxes (details: 1.888.684.1888); gov't taxes and our surcharges could add 7% - 41% to your bill. IMPORTANT CONSUMER INFORMATION: Subject to Verizon Wireless terms and conditions and calling plans. Government liability accounts only. Add'l \$20 upgrade fee may apply. Device capabilities. Add'l charges and conditions apply. Offers and coverage, varying by service, not available everywhere. While supplies last. Limited time offer. In CA: Sales tax based on full retail price of phone. Shipping charges may apply. Network details and coverage maps at vzw.com. ©2012 Verizon Wireless. 0912-F4139



# Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

**King Chavez CSA 2258 Island Ave.2-14-13 (1)**  
Draft contract

**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
<b>Contract Totals:</b>				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

**King Chavez CSA 201 A St.2-14-13 (1)**  
Draft contract

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

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 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) - TrackingCode

#### 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:

\_\_\_\_\_

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.

From: **Ferry, William** <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)>

Date: Tue, Dec 31, 2013 at 11:05 AM

Subject: WDF - 2013 E-Rate app #901207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC. - Addtl Info Reqd

To: "Howard Chan@1-(619) 6967459" <[IMCEAFAX-Howard+20Chan+401-+28619+29+206967459@solixinc.com](mailto:IMCEAFAX-Howard+20Chan+401-+28619+29+206967459@solixinc.com)>, "[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)" <[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)>

Cc: "[hchan@kingchavez.org](mailto:hchan@kingchavez.org)" <[hchan@kingchavez.org](mailto:hchan@kingchavez.org)>

Hi everyone,

I'm going to start a new review process for this application, as there are several new questions, in addition to some outstanding issues from our previous correspondence. Please see the attached.

- Please clarify the status of KING CHAVEZ SHERMAN; you described it as a Business/Training Center, not a School. Would this therefore be considered a Non-Instructional Facility with Classrooms?
- If you decided to remain with your original contracts on 03/05/2013, this is still after the Certification Postmark Date of 02/25/2013. The original Contract Award Date was 07/28/2011. This is before the Allowable Contract Date of 12/25/2012 for FCC Form 470 #505910001067514. In order to approve these funding requests, the Allowable Contract Date should be followed by the Contract Award Date, which should be on or prior to the Certification Postmark Date, based on the correct establishing FCC Form 470.
- Is #505910001067514 the correct 470?
- If you signed new contracts with Cox California Telecom this year, what is the new Contract Award Date? The new agreements you sent on 12/20/2013 are unsigned and undated.
- I am going to send you all the relevant questions regarding these date sequences. Please answer the ones most appropriate to your situation. In short, I need to know the correct 470 (Item II) and the correct Contract Award Date (Item II if you are using the old contracts, or Item III, if you are using the new contracts).
- Also, I still need the signed Certification page for FCC form 470 #505910001067514, if this is the 470 you will ultimately be using. The documents you sent on 12/20/2013 are actually your Receipt Acknowledgement Letters. You can print out the Certification page from the USAC website, sign it, and send it to me.

Please feel free to call if you need further clarification. Thank you for your time and patience

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](mailto:wferry@sl.universalservice.org)



**FY 2013 E-rate Application Information Request**

12/31/2013

Contact Name: Howard Chan  
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
FCC Form 471 Application Number(s): 901207  
**Response Due Date: 01/15/2014**

Dear Applicant:

As we discussed in our conversation, we are 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 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 **KING CHAVEZ SHERMAN - BEN 16073924**. An eligible entity providing classroom instruction must meet the statutory definition of an elementary or a secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)) which is not operating as a for-profit business, and does not have an endowment exceeding \$50 million.

For additional information on funding requests to non-instructional facilities, see: Educational Purposes – <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/educ-purposes.aspx>.

*Questions*

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

1. Please provide any documentation that will verify that the entity meets the statutory definition provided above of an elementary or secondary school.
2. Is your entity a non-instructional facility (NIF)?  Yes  No

If **No**:

- You do not need to answer the questions below.

If **Yes or Unsure**:

- NIF entities can be eligible for services under certain circumstances. To help us verify if the above entity is a NIF for FRN **2459607**, please provide a written Yes or No response to the following questions.

Note: Your responses to these questions should be based on the amount of funds you are requesting on the FRN, which may be after cost-allocation has taken place. For example, a school could be requesting only the school portion of a combined church/school phone bill and identify the portion that is "used for school business by school employees."

1. Is the non-instructional facility used solely for school, school district or library business?  
 Yes  No
2. Do only school, school district or library employees use the non-instructional facility?  Yes  
 No
3. If you responded No to either question 1 or 2 above, is a portion of the facility used for school, school district or library business?  Yes  No
  - a. If Yes, please provide a cost allocation for the portion of the facility used for school, school district or library business.
4. Are there any classrooms in the non-instructional facility?  Yes  No

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).

## II. 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.

Response due: 01/15/2014

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

**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. The contract you submitted during the review of your FCC Form 471 application was not signed and/or dated. Therefore, we are unable to determine the Contract Award Date ("CAD") for the services requested under this FRN.

For further guidance regarding contracts, CADs and the process of selecting a service provider, please visit at <http://www.usac.org/sl/applicants/step03/default.aspx>.

*Questions*

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

Response due: 01/15/2014

1. Please provide supporting documentation to demonstrate that a signed and dated contract was in place at the time of the submission of the FCC Form 471 certification.

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**, **24569623**, **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 e-mail 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. If you are unable to provide the requested information because your school has closed or will shortly close for winter break, please let me know when you will be available to respond to these questions.**

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 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.

PIA Information Request  
Page 6 of 6  
**Response due: 01/15/2014**

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](mailto:wferry@sl.universalservice.org)

From: **Victor Murillo** <[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)>

Date: Tue, Jan 7, 2014 at 9:23 AM

Subject: Re: WDF - 2013 E-Rate app #901207 - KING CHAVEZ ACADEMY OF EXCELLENCE INC. - Addtl Info Reqd

To: "Ferry, William" <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)>

Cc: "[hchan@kingchavez.org](mailto:hchan@kingchavez.org)" <[hchan@kingchavez.org](mailto:hchan@kingchavez.org)>

Good Morning Mr. Ferry,

Hope this helps.

Sincerely,  
Victor

---

On Tue, Dec 31, 2013 at 11:05 AM, Ferry, William <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)> wrote:

Hi everyone,

I'm going to start a new review process for this application, as there are several new questions, in addition to some outstanding issues from our previous correspondence. Please see the attached.

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- Is #505910001067514 the correct 470?
- If you signed new contracts with Cox California Telecom this year, what is the new Contract Award Date? The new agreements you sent on 12/20/2013 are unsigned and undated.
- I am going to send you all the relevant questions regarding these date sequences. Please answer the ones most appropriate to your situation. In short, I need to know the correct 470 (Item II) and the correct Contract Award Date (Item II if you are using the old contracts, or Item III, if you are using the new contracts).
- Also, I still need the signed Certification page for FCC form 470 #505910001067514, if this is the 470 you will ultimately be using. The documents you sent on 12/20/2013 are actually your Receipt Acknowledgement Letters. You can print out the Certification page from the USAC website, sign it, and send it to me.

Please feel free to call if you need further clarification. Thank you for your time and patience

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](mailto:wferry@sl.universalservice.org)

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**Confidentiality Notice:** *The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.*

--

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

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



2013 erate  
Resp. to 12/31/13

Schools and Libraries Division Winter 15-Day

### FY 2013 E-rate Application Information Request

12/31/2013

Contact Name: Howard Chan  
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
FCC Form 471 Application Number(s): 901207  
**Response Due Date: 01/15/2014**

Dear Applicant:

As we discussed in our conversation, we are 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 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 **KING CHAVEZ SHERMAN - BEN 16073924**. An eligible entity providing classroom instruction must meet the statutory definition of an elementary or a secondary school found in the No Child Left Behind Act of 2001 (20 U.S.C. Section 7801 (18) and (38)) which is not operating as a for-profit business, and does not have an endowment exceeding \$50 million.

For additional information on funding requests to non-instructional facilities, see: Educational Purposes – <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/educ-purposes.aspx>.

*Questions*

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

1. Please provide any documentation that will verify that the entity meets the statutory definition provided above of an elementary or secondary school.
2. Is your entity a non-instructional facility (NIF)? **X Yes**  
If **No**:
  - You do not need to answer the questions below.

**If Yes or Unsure:**

- NIF entities can be eligible for services under certain circumstances. To help us verify if the above entity is a NIF for FRN **2459607**, please provide a written Yes or No response to the following questions.

Response due: 01/15/2014

Note: Your responses to these questions should be based on the amount of funds you are requesting on the FRN, which may be after cost-allocation has taken place. For example, a school could be requesting only the school portion of a combined church/school phone bill and identify the portion that is "used for school business by school employees."

1. Is the non-instructional facility used solely for school, school district or library business? **X Yes**
2. Do only school, school district or library employees use the non-instructional facility? **X Yes**
3. If you responded No to either question 1 or 2 above, is a portion of the facility used for school, school district or library business? **X No**
  - a. If **Yes**, please provide a cost allocation for the portion of the facility used for school, school district or library business.
4. Are there any classrooms in the non-instructional facility? **X Yes**

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).

## II. 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? **X Yes**

- 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? **X Yes**
  - 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**

**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. The contract you submitted during the review of your FCC Form 471 application was not signed and/or dated. Therefore, we are unable to determine the Contract Award Date ("CAD") for the services requested under this FRN.

For further guidance regarding contracts, CADs and the process of selecting a service provider, please visit at <http://www.usac.org/sl/applicants/step03/default.aspx>.

*Questions*

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

1. Please provide supporting documentation to demonstrate that a signed and dated contract was in place at the time of the submission of the FCC Form 471 certification.

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**
3. Can you confirm that the contract referenced for the FRN mentioned above meets your state or local procurement regulations or rules? **X Yes**

**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**, **24569623**, **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**
  - 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 e-mail 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. If you are unable to provide the requested information because your school has closed or will shortly close for winter break, please let me know when you will be available to respond to these questions.**

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 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.

PIA Information Request  
Page 6 of 6  
**Response due: 01/15/2014**

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](mailto:wferry@sl.universalservice.org)



# Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

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

Sales Rep: Juana Valadez

**IMAGE0001 & IMAGE0002**  
201 A St. IA - 8/1/12

### 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
<b>Contract Totals:</b>				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:

8/1/12

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

King Chavez 201 A BVM CSA-signed &  
King Chavez 201 A BVM CSA 2nd page-signed  
Phone - 8/7/12

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:** 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	BVM Office Package - Free Local	8	36	224.00	0.00	560.00
<b>Contract Totals:</b>				224.00	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:

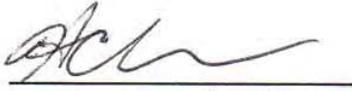
By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, 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:



Print Name:

Howard Chan

Title:

Director of Technology

Date:

8/7/12

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

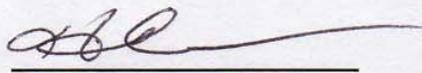
If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term.

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

**Cox Commercial Service Agreement0005**  
1010 2nd Ave. contract, signature only - 7/28/11  
(EN not on 471 # 901207 Block 4)

**Customer**

**CoxCom, LLC ; Cox California Telcom, LLC**

Authorized Signature:   
Print Name: Howard Chan  
Title: Tech Dir  
Date: 7/28/11

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.



# Commercial Service Agreement

5159 Federal Blvd, San Diego, CA - 92105

**King Chavez CSA 201 A St.2-14-13 (1)**  
Draft contract

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

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 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) - TrackingCode

### 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 Telecom, 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

**King Chavez CSA 2258 Island Ave.2-14-13 (1)**  
Draft contract

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\_\_\_\_\_

### 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 Telecom, 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").

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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.

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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.

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.

**FORM 470 RECEIPT NOTIFICATION LETTER**  
(Funding Year 2013: 07/01/2013-06/30/2014)

December 10, 2012

Howard Chan  
KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
415 31ST. STREET  
SAN DIEGO, CA 92102-0000

**Re: Form 470 Application Number: 505910001067514**  
**Entity Number: 16062687**  
**Applicant's Form Identifier:**  
**Date Form 470 Posted: 11/27/2012**  
**Allowable Contract Date: 12/25/2012**

This is your notification that the above FCC Form 470, "Description of Services Requested and Certification Form" was successfully posted to the USAC website. This posting begins the required 28-day competitive bidding process.

Attached to this Form 470 Receipt Notification Letter (RNL) is a Report summarizing the information you provided to USAC for the FCC Form 470 referenced above. Also included are advisories to assist you in appropriate use of the FCC Form 470 to establish funding requests on your FCC Form 471.

It is important that you review this Report and your FCC Form 470 using the Search Posted tool from the Apply Online page now to make sure the quantities, products, and services you require have been correctly posted and, if necessary, take any appropriate corrective action as soon as possible. You are allowed to correct certain errors on your form but not others. The Report indicates if a correction to a field is allowed.

- If a correction to a field is allowed, follow the instructions below to submit your correction to USAC.
- If a correction to a field is not allowed, you must post a new FCC Form 470 and wait the required 28 days to correct this.

**DO NOT SEND CORRECTIONS TO THE CLIENT SERVICE BUREAU.** To make an allowable correction, please do the following:

- If you would like to request a correction to a field that does not appear in the attached Report, print a copy of your FCC Form 470 and clearly note your requested correction.
- Verify that the allowed correction can be made through the RNL correction process. Any non-allowable corrections submitted through the RNL correction process will not be made.
- Make a copy of your Report and indicate on the copy any allowable corrections in the spaces indicated.
- Sign the copy and include your name, title, contact information, and date.
- Submit the copy using the guidance posted on the "Ministerial & Clerical Errors" page on our website to make corrections.
- Corrections may be made until a Funding Commitment Decision Letter that features the above Form 470 Application Number is issued.
- Retain a copy of the RNL and any submitted corrections.
- To determine what corrections are allowable and why review of this Report is important to you, see the "Ministerial & Clerical Errors" page posted in the Reference Area of our website.

**GENERAL REMINDER**

- Use the Form 470 Application Number shown above in any FCC Form 471, Block 5 Funding Request that cites this FCC Form 470. Share this number with those schools and/or libraries who may wish to cite this FCC Form 470 in their FCC Form(s) 471.
- Follow all applicable state and local procurement laws and be prepared to demonstrate compliance with these laws.
- Include appropriate contingencies in contracts for any or all of the requested services in the event of modification or denial of funding.
- See "Guide to USAC Letter Reports" posted in Reference Area of our website for a description of each of the fields featured in the Report.
- Watch our website for information about the FCC Form 471 filing window.
- You can view your entire FCC Form 470 by clicking on the "Search Posted" button in the Apply Online area of the website.
- Use the print feature on your browser to print any portion of your FCC Form 470 or the entire application as posted.

COMPLETE PROGRAM INFORMATION is posted on our website. You may also contact our Client Service Bureau using the "Submit a Question" link on our website, toll-free by fax at 1-888-276-8736 or toll-free by phone at 1-888-203-8100. DO NOT SEND CORRECTIONS TO OUR CLIENT SERVICE BUREAU.

Schools and Libraries Division  
Universal Service Administrative Company

**Form 470 505910001067514 RNL Report  
Funding Year 2013**

THIS REPORT DOES NOT CONTAIN ANY DECISIONS CONCERNING YOUR REQUESTS FOR DISCOUNTS.  
USE THIS REPORT TO LIST OR INDICATE CORRECTIONS YOU WISH TO MAKE TO YOUR FCC FORM 470.

Follow the guidance posted on the "Ministerial & Clerical Errors" page on our website to make allowable corrections. All corrections - including corrections to new fields - are subject to review for Program compliance and approval.

**Allowable Contract Date:** 12/25/2012

This is the earliest date to execute contracts for contracted services, select your service provider(s) (including tariff/month-to-month service providers), and sign and submit your FCC Form 471 based on this FCC Form 470. Any funding request with earlier dates for these actions that cite this FCC Form 470 as the establishing FCC Form 470 will result in denial.

- NOTE: If you issue an RFP after you post your FCC Form 470, you must wait the required 28 days starting with the day that the RFP becomes publicly available to all bidders.

Corrections Below Submitted by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email, Fax Number or Phone Number: \_\_\_\_\_

Item #	Data Entered on FCC Form 470	Make Corrections Here
1.	Name of applicant KING CHAVEZ ACADEMY OF EXCELLENCE INC.	
3.	Entity Number 16062687	
5b.	Recipients of Service	
5c.	Number of Eligible Entities 1	
6a.	Contact Person's Name Howard Chan	
6c.	Contact Telephone 619-525-7320	
6d.	Contact Fax 619-696-7459	
6e.	Contact Email hchan@kingchavez.org	
7.	Consultant Name Consultant Number Consultant Employer	
8.	Telecommunications Service Posted - No RFP	Corrections not allowed
9.	Internet Access Posted - No RFP	Corrections not allowed
10.	Internal Connections Not Posted Other than Basic Maintenance	Corrections not allowed
11.	Basic Maintenance of Internal Connections Not Posted	Corrections not allowed

- You cannot seek discounts for products or services in a Category of Service on the FCC Form 471 if those services in those categories were not indicated on a FCC Form 470. You must post a new FCC Form 470 indicating all categories where services may be requested and wait the required 28 days to correct this.
- If you indicated in this FCC Form 470 that an RFP is available for a service but one is not, your funding request will be denied. You must post a new FCC Form 470 indicating that an RFP is not available and wait the required 28 days to correct this.



22-534733  
22-535311

Form 471 (RAL - p.1 only)



Schools and Libraries Division

**FORM 471 RECEIPT ACKNOWLEDGMENT LETTER**  
**(Funding Year 2013: 07/01/2013 - 06/30/2014)**

March 05, 2013

Howard Chan  
KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
415 31ST. STREET  
SAN DIEGO, CA 92102

**Re: Form 471 Application Number: 901207**  
**Funding Year 2013: 07/01/2013 - 06/30/2014**  
**Applicant's Form Identifier: 2850**  
**Billed Entity Number: 16062687**

Your certified FCC Form 471, "Services Ordered and Certification Form," requested \$22,092.00 in total Schools and Libraries Program (Program) pre-discount costs for services. A copy of this information has been provided to the service provider(s) whose Service Provider Identification Number(s) (SPIN) is featured on this Form 471.

USAC provides a separate Form 471 Receipt Acknowledgment Letter (RAL) with a RAL Funding Requests Report (Report) for each application certified within the application window. The Report summarizes the information provided to USAC. A space is provided for you to make allowable corrections to any clerical errors or errors that you realize may result in reduction or denial of funding. USAC will perform a complete analysis before funds are committed. If additional errors are found during our review we will attempt to contact you for clarification before making a decision that results in denials or reductions.

Review this Report to verify that the information accurately reflects your request. If the information is accurate, file this letter with your records.

**DO NOT SEND CORRECTIONS TO THE CLIENT SERVICE BUREAU.** To make corrections, please do the following:

- Corrections may be made until a Funding Commitment Decision Letter for this FCC Form 471 application is issued.
- If you would like to request a correction to a field that does not appear in the attached Report, print a copy of your FCC Form 471 and clearly note your requested correction.
- If contact information provided above is incorrect, note any correction above and submit a signed copy of this page as a correction.
- Indicate any corrections you wish to make in the Report in the spaces indicated.
- Sign where indicated, and provide your name, title, contact information and date.
- Submit a copy of your marked-up RAL to the email address, fax number or mailing address posted in the "Ministerial & Clerical Errors" page of our website.
- Retain a copy of the RAL and any submitted corrections.

**REMINDERS REGARDING THE RAL**

- This letter does NOT contain any decisions concerning your requests for discounts.
- Funding requests that did not pass Minimum Processing Standards are not included in the Report following this letter.
- See "Guide to USAC Letter Reports" posted in the Reference Area of our website for a description of each individual field in the following Report.

Schools and Libraries Division - Correspondence Unit  
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685  
Visit us online at: [www.usac.org/sl](http://www.usac.org/sl)

From: **Ferry, William** <[William.FERRY@sl.universalservice.org](mailto:William.FERRY@sl.universalservice.org)>  
Date: Tue, Jan 7, 2014 at 11:27 AM  
Subject: WDF - 2013 E-Rate App #901207 - KING CHAVEZ ACADEMY - Incomplete Reminder  
To: "Howard Chan@1-(619) 6967459" <[Howard.Chan@1-.6967459](mailto:Howard.Chan@1-.6967459)>  
Cc: "[hchan@kingchavez.org](mailto:hchan@kingchavez.org)" <[hchan@kingchavez.org](mailto:hchan@kingchavez.org)>, "[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)" <[vmurillo@kingchavez.org](mailto:vmurillo@kingchavez.org)>, "Larry Hiuga ([e-rate@cde.ca.gov](mailto:e-rate@cde.ca.gov))" <[e-rate@cde.ca.gov](mailto:e-rate@cde.ca.gov)>

Hi everyone,

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](mailto:wferry@sl.universalservice.org)

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**Confidentiality Notice:** *The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.*



**FY 2013 E-rate Application Information Request**

01/07/2014

Contact Name: Howard Chan  
Applicant Name: KING CHAVEZ ACADEMY OF EXCELLENCE INC.  
FCC Form 471 Application Number(s): 901207  
**Response Due Date: 01/15/2014**

Dear Applicant:

You were recently sent a request for additional information needed by the Program Integrity Assurance (PIA) team to review your Funding Year 2013 FCC Form 471 Applications for E-rate discounts. This is a reminder that your response due date is approaching. The documentation we received regarding your FRN(s) was incomplete. Please respond to the following questions in their entirety. If you feel you have responded to the question already or you need a further explanation, please feel free to contact me.

**I. 28-Day Waiting Period / Contract Review**

*Issue*

Based on the documentation that you have provided during review of your Funding Year **2013** FCC Form 471 application **#901207**, we intend to modify FRN **2459607** to change the **Contract Award Date** from **07/01/2013** to **09/27/2011**.

**II. 28-Day Waiting Period / Contract Review**

*Issue*

Based on the documentation that you have provided during review of your Funding Year **2013** FCC Form 471 application **#901207**, we intend to modify FRN **2459623** to change the **Contract Award Date** from **07/01/2013** to **07/28/2011**.

**III. 28-Day Waiting Period / Contract Review**

*Issue*

Based on the documentation that you have provided during review of your Funding Year **2013** FCC Form 471 application **#901207**, we intend to modify FRN **2459638** to change the **Contract Award Date** from **07/01/2013** to **07/28/2011**.

**IV. 28-Day Waiting Period / Contract Review**

*Issue*

We have completed our review of your Funding Year **2013** FCC Form 471 **#901207** and determined that FRN **2459607** will be denied because the contract that you provided **was signed prior to the Allowable Contract Date**.

For additional information on contracts and the process of selecting a service provider, see: <http://www.usac.org/sl/applicants/step03/default.aspx>.

*If you do not agree with the review decision*

If the entire FRN should not be denied and you have alternative information to support your position, please provide the supporting documentation.

**V. 28-Day Waiting Period / Contract Review**

*Issue*

We have completed our review of your Funding Year **2013** FCC Form 471 **#901207** and determined that FRN **2459607** will be denied because the contract that you provided **was signed prior to the Allowable Contract Date**.

For additional information on contracts and the process of selecting a service provider, see: <http://www.usac.org/sl/applicants/step03/default.aspx>.

*If you do not agree with the review decision*

If the entire FRN should not be denied and you have alternative information to support your position, please provide the supporting documentation.

**VI. 28-Day Waiting Period / Contract Review**

*Issue*

We have completed our review of your Funding Year **2013** FCC Form 471 **#901207** and determined that FRN **2459607** will be denied because the contract that you provided **was signed prior to the Allowable Contract Date**.

For additional information on contracts and the process of selecting a service provider, see: <http://www.usac.org/sl/applicants/step03/default.aspx>.

*If you do not agree with the review decision*

If the entire FRN should not be denied and you have alternative information to support your position, please provide the supporting documentation.

**VII. 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**, **24569623**, **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 e-mail 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 we do not receive the information by 01/15/2014, your application will be reviewed using the information currently on file. If you need additional time to prepare your response, please let me know as soon as possible.**

PIA Information Request  
Page 4 of 4  
**Response due: 01/15/2014**

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 request(s); along with 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](mailto:wferry@sl.universalservice.org)