

Request for FCC Waiver  
Inspired Vision Academy  
Funding Year 2012

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**Inspired Vision Academy**

**Letter of Agency**

**LOA**



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***E-Rate Consulting Agreement &  
Letter of Agency (LOA)***

The Education Service Center Region 12 E-Rate Consulting, ("ESC12E-Rate") and Inspired Vision Academy, Dallas, Texas ("Applicant") each agree to perform the obligations listed below. I hereby authorize **ESC12E-Rate** to file FCC Forms 470, 471 486, 472, 500, and other relevant FCC forms necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary. These FCC forms are necessary to receive Universal Service Fund monies, more commonly known as the "E-Rate Program."

The Applicant will (1) be listed as the contact person on the above referenced FCC forms, unless otherwise agreed upon; (2) sign, any and all of said FCC Forms, unless otherwise agreed upon; (3) sign, any and all additional FCC Forms which might become necessary to obtain discounts or stay within FCC Program rules, unless otherwise agreed upon; and (4) order services listed on the application. The Applicant understands that they are liable for any and all certifications and representations made on FCC Forms concerning the E-Rate program.

This Agreement is subject to change based upon program rule changes made by the FCC or the Schools and Libraries Division (SLD) of the Universal Service Administrative Company, as well as any changes in applicable federal or state law. Either party's failure to fulfill the obligations listed below will discharge, at the option of the other party, such other party's obligations contained herein. To the fullest extent permitted under Texas law, Applicant agrees to indemnify, defend, and hold harmless ESC12E-Rate for any and all claims arising hereunder or related to this Agreement, including matters within the jurisdiction of state or federal administrative agencies. Any waiver by either party of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof.

Signing below also indicates that both parties agree to every provision of the Agreement. This contract is valid from the time both the applicant and ESC12E-Rate validates the contract with a signature until discontinuation of services is requested by applicant, which must be provided to ESC12E-Rate in writing at least thirty (30) days prior to July 1 of the following Program Year.

Failure by the Applicant to perform the obligations and responsibilities listed on this form, and the possible loss of funding as a result thereof, does not discharge full payment obligations of the Applicant.

By signing this Agreement and Letter of Agency, I make the following certifications:

- (a) I certify that the schools in our system meet the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our schools has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted

charges for eligible services from funds to which access has been secured in the current funding year.

- (c) I certify that, if required by Commission rules, all of the our schools is/are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service.
- (d) I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the most heavily weighted factor.
- (e) I certify that the services the school or district purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k).
- (f) I certify that our schools have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (g) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (h) I certify that I will retain required documents for a period of at least five (5) years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (i) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
- (j) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (k) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five (5) funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
- (l) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported

service, of free services or products unrelated to the supported service or product, constitutes a rebate of some or all of the cost of the supported services.

- (m) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to ESC12E-Rate for E-Rate submission is true.

**Responsibilities and Obligations of the Applicant**

1. The Applicant agrees to thoroughly complete the Client Questionnaire in the ESC12E-Rate online management system within 10 business days after new client orientation has been completed unless other arrangements have been agreed upon by both parties.
2. The Applicant agrees to inform ESC12E-Rate of any state or local bidding restrictions and/or regulations before filing of FCC Form 470. These restrictions or regulations include, but are not limited to, bonding requirements and media or public notification requirements.
3. The Applicant understands that during the 28 day bidding cycle the Applicant must allow potential vendors equal opportunity to bid on the proposed services listed on FCC Form 470. The Applicant may choose to place qualifications on the bidding process, but any vendor who meets such qualifications must be allowed the opportunity to place a bid within the specified time period.
4. The Applicant agrees to notify ESC12E-Rate of any products or services to be included on the Application that are, or will be, purchased or governed by a contract.
5. The Applicant understands that all contracted services or products (that is, services or products that are purchased or governed by a contract) to be listed on the Application for discounts must be covered under a contract executed in the proper time period (after the 28 day bidding cycle is over, but before the submission of the FCC Form 471). The Applicant further understands that funding for services contracted before the allowable 28 day bidding has ended, or after the 471 Application is submitted, may not be funded.
6. Applicant agrees to document the bid evaluation process (a list of evaluation factors and how many points each bid received for each factor) for any service requested for which one or more bid(s) is received. **All bids received must be evaluated.**
7. The Applicant agrees to provide ESC12E-Rate copies of an average month's bill for any services not covered under a contract and to be included on the Application. This may include, but is not limited to, monthly phone bills, cell phone bills, paging bills, Internet access bills, and circuit bills.
8. The Applicant agrees to include and describe, in the Applicant's Technology Plan, any purchases of equipment to be included on the Application. The Applicant agrees to have a written technology plan for the relevant funding year before authoring ESC12E-Rate to file FCC Form 470. The Applicant understands that this description should include budget information as to how the Applicant will pay for said equipment. The Applicant agrees to include and describe any additional services in the Applicant's Technology Plan at the direction of ESC12 E-Rate, including Budget information.
9. The Applicant agrees to have their Technology Plan approved by the appropriate agency (which is usually the Texas Education Agency for Texas public and charter schools) no later than June 30<sup>th</sup> of the funding year prior to the start of services. The Applicant also agrees to have all of the purchases of equipment and services indicated by ESC12E-Rate, to be included and described (including budget information) in this approved Technology Plan.
10. The Applicant agrees to provide any information necessary to file any FCC form to ESC12E-Rate upon request, within five (5) working days unless otherwise agreed upon by both parties. This includes, but is not limited to, free and reduced lunch information, monthly bills, copies of contracts, and letters that authorize ESC12E-Rate to obtain account information. **Failure to do so may result in delay of funding and/or denial of funding.**
11. The Applicant agrees to forward to ESC12E-Rate any request for information originated from the SLD or USAC within three (3) working days. **Failure to do so may result in delay of funding and/or denial of funding.**
12. The Applicant agrees to provide an authorized signature and date for any necessary FCC Form that has been prepared by ESC12E-Rate.
13. The Applicant understands that it is the sole responsibility of the Applicant to follow and adhere to any and all relevant FCC, USAC, or SLD rules and regulations, as well as any applicable federal, state, or local laws.

**Responsibilities and Obligations of ESC12E-Rate**

1. ESC12E-Rate agrees to complete on behalf of the Applicant any necessary FCC Form, including, but not limited to, FCC Forms 470, 471, 486, 472, 500, and any other relevant FCC forms, Service Provider Identification Number Change Letters, and Service Substitution Letters, during the length of this contract. **Any additional services for which the Applicant desires to pursue, such as appeals, will be provided at an additional charge for rates listed in the payment terms section of this contract.**
2. ESC12E-Rate agrees to notify the applicant of relevant program rule changes within a reasonable time period during the length of this contract.
3. If desired by the Applicant, ESC12E-Rate agrees to assist the district to determine the scope and details of the types of services or products to be included in the competitive bidding process. These services/products will be listed on FCC Form 470 and must undergo a minimum 28-day competitive bidding cycle.
4. ESC12E-Rate agrees to notify Applicant of relevant deadlines for the submission of completed FCC Forms 470 and 471 to the SLD.
5. ESC12E-Rate will provide assistance with any question or inquiry regarding the E-Rate Program or the services to be provided by ESC12E-Rate hereunder from the SLD, USAC, or any other such federal or state administrative agency.
6. ESC12E-Rate agrees to provide on-going E-Rate support to the Applicant, as generally described above, and including providing reminders about upcoming deadlines for a period starting no earlier than the execution date of this contract and ending no earlier than the end of this contract.
7. ESC12E-Rate agrees to provide support in the event of a Selective Review during this contract or for any on-site audit conducted by the SLD or their representatives covering an application filed by ESC12E-Rate during this contract.

This Agreement and Letter of Agency is effective for the following funding years:

Program Year 8 (July 1, 2005 - June 30, 2006)  
Program Year 9 (July 1, 2006 - June 30, 2007)  
Program Year 10 (July 1, 2007 - June 30, 2008)  
Program Year 11 (July 1, 2008 - June 30, 2009)  
Program Year 12 (July 1, 2009 - June 30, 2010)  
Program Year 13 (July 1, 2010 - June 30, 2011)  
Program Year 14 (July 1, 2011 - June 30, 2012)  
Program Year 15 (July 1, 2012 - June 30, 2013)  
Program Year 16 (July 1, 2013 - June 30, 2014)

**LIABILITY**

IN NO EVENT WILL ESC12E-RATE BE LIABLE TO THE APPLICANT FOR ANY ACTUAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE THAT MAY RESULT FROM ESC12E-RATE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT OR APPLICANTS FAILURE TO TIMELY SUBMIT NECESSARY INFORMATION TO ESC12E-RATE, INCLUDING BUT NOT LIMITED TO A DELAY OR DENIAL OF APPLICANT'S FUNDING.

**Confidentiality Statement:** To the extent permitted by law, the parties shall not disclose any information contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Applicant's obligation under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. In the event the Applicant receives a request for information contained in this Agreement, Applicant shall promptly notify ESC12E-Rate

of the request and shall permit ESC12E-Rate to submit to the Texas Attorney General reason why information contained in this Agreement should not be released pursuant to the Texas Government Code § 553.305. Applicant shall not be required to submit such reasons why the materials should not be released, or to incur an expense in resisting the release of the materials.

Inspired Vision Academy  
Name of School District

Education Service Center Region 12  
Name of Service Provider

[Signature]  
Applicant's Authorized Signature

[Signature]  
ESC's Authorized Signature

05/20/2011  
Date

[Signature]  
Date

Jia Ni Lang  
Printed Name

Sharon Henson  
Printed Name

Assistant Superintendent  
Title or Position

Associate Executive Director  
Title or Position

Letter of Waiver Request  
Inspired Vision Academy  
Funding Year 2012

September 19, 2014

**Request for Waiver**

**To Whom It May Concern:**

We are writing to request a waiver of the deadline for an Implementation or Service Delivery Extension Request on FCC Form 471 application 875898 and FRN number 2391629 for Funding Year 2012.

**Appellant**

Contact Name: Jeremy Ballew  
Address: 2101 W Loop 340, PO Box 23409, Waco, TX 76702  
Telephone Number: 254-297-2922  
Fax Number: 855-372-4312  
E-Mail Address: jballew@esc12.net  
Applicant Name: Inspired Vision Academy  
Billed Entity Number: 16020934

<b>Form 471:</b>	875898
<b>FRN</b>	2391629
<b>SPIN</b>	143031788
<b>Amount Committed Post-Discount</b>	\$76,941.00

**Explanation of Waiver:**

Inspired Vision Academy is writing to request a waiver of the deadline to submit a Service Delivery Extension Request for FRN 2391629 of funding year 2012 on the FCC Form 471 # 875898.

The FRN, 2391629, was for the funding of Internal Connections to Inspired Vision Academy. It is our opinion that the deadline for this extension request should be waived and that the FCC should proceed with a complete review of the information in this waiver.

**Background:**

Inspired Vision Academy was not notified in a timely manner by the vendor responsible for implementing/installing the services that the installation would not be completed on or before the contract expiration date. This untimely and negligent action by the vendor affected the date of the completion of the delivery of services and directly affected the cause of our denial. Furthermore, the vendor explained the reason there was a delayed implementation was because: "They were not aware that Inspired Vision Academy had been funded". The vendor, Resilient, has changed addresses and locations three times since 2010.\* The address associated with Resilient's SPIN on the USAC web site is not current. All documents sent by USAC to this vendor went to the wrong address during FY 2012 and 2013. We feel the ball was dropped by the vendor for two reasons: 1)

by not notifying USAC of their current address and 2) not notifying Inspired Vision of their service delivery progress. Due to the fact that we did not know the implementation was not complete until 10/21/2013, we were unable to request a timely Service Delivery Extension Request. The vendor notified Inspired Vision Academy on 10/21/2013 that 1) the installation was not completed before the contract end date of 6/30/2013 and 2) Inspired Vision Academy needed to submit a Form 500 to notify USAC of a new contract expiration date.\*\* The date of this notification was 22 days past the deadline of 9/30/2013 to submit a Service Delivery Extension Request.

**Conclusion:**

Based on the facts and circumstances mentioned in this request and the Bishop Perry Order (FCC 06-54; CC Docket No. 02-6), we feel that good cause exists to waive the deadline for the Service Delivery Extension Request. We understand that Bureau precedent deadlines have been strictly enforced for the E-Rate Program, including those pertaining to the Service Delivery Extension Requests. We nevertheless find that good cause exists to waive the deadline in this case.

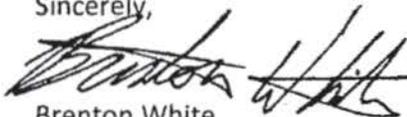
The deadline for the Service Delivery Extension Request for FRN 2391629 should be waived because a problem occurred that was out of the applicant's (Inspired Vision Academy) control. The vendor failed to notify the applicant in a timely manner that the services would not be completed as per contract and E-Rate guidelines. This negligence of the vendor to communicate with Inspired Vision on their lack of progress of installation caused Inspired Vision to miss the deadline to submit a Service Delivery Deadline Extension.

Given that the violation at issue is procedural, not substantive; we believe that the denial of the Service Delivery Extension Request would place the Academy in a fiscal or budget deficit as the work has been completed and would not further the purposes of section 47 U.S.C. § 254(h) or serve the public interest. The Academy relies on this E-Rate funding of **\$76,941.00** to make these (eligible) services available to the all students and staff.

We further attest that there is no intention to defraud the system in any way by this waiver request.

When the FCC allows this waiver request to be meritorious, Inspired Vision Academy will be able to fulfill its commitment to its students for full, robust connectivity to global resources which would not be possible without E-Rate support.

Sincerely,



Brenton White  
Chief Compliance Officer and Authorized Person

CC: Jeremy Ballew  
Region ESC 12  
Personal E-Rate Partner

LOA

Enclosures: 1) LOA 2) Letter of Request for Waiver 3) Documentation of the Address Changes and  
4) Documentation of Phone Conversation

\* See enclosure for documentation of the changes of address for Resilient

\*\*See enclosure for documentation of the phone conversation on 10/22/2013 between the  
vendor and Inspired Vision.