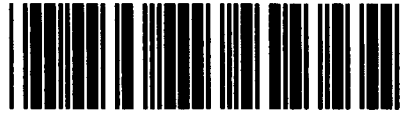




Control Number: 38447



Item Number: 1

Addendum StartPage: 0

38447

July 8, 2010

PUC Customer Protection  
P.O. Box 13326  
Austin, TX 78711-3326

FILED  
JUL 13 01 10:47  
FILED CLERK

Customer Information: Sherry Smith  
Waco Independent School District  
501 Franklin  
Waco, TX 76701  
Account Number: 254-752-8341  
Telephone Number: 254-755-9452

Agent Information: Linda Greenlee  
Phone Billing Examiners-PBX  
P. O. Box 3740  
Grapevine, TX 76099  
817-595-1388  
Fax: 817-514-6399

Waco Independent School District, hereinafter referred to as the Customer, is a long term AT&T customer. This complaint involves the pricing of customer's plexar service at two of their locations, 1101 N 15th & 700 S 15th.

On November 21, 2002, SBC/AT&T Senior Account Manager, Gay Penak, responded to customer's proposal for plexar pricing and her response did include the two addresses referenced above. Customer had installed plexar service at 1101 N 15th St in 2001 and at 700 S 15th in 2002. Gay Penak's response to customer's proposal indicated that addresses of 1101 N 15th St & 700 S 15th St were currently being billed at OPX rates and could be added to customer's plexar contract with a growth job. Since these two addresses were part of customer's RFP, clearly indicating they were part of the new contract, a growth study was not necessary. Therefore, these addresses should have been included in customer's 2003 contract.

On March 6, 2008, customer signed a new 12-month plexar contract. Although both addresses should have been included in 2003 contract and were not added, only one address, 700 S 15th St, was added to 2008 contract. Even though 700 S 15th St was included on 2008 contract. AT&T continued to bill customer at higher rate of \$40.60 instead of \$8.45, contract price. The address of 1101 N 15th St was not added to this contract so service at this address also billed incorrectly at \$40.60. Please note that a growth study was not conducted to add 700 S 15th St address to 2008 contract.

On August 7, 2008, Phone Billing Examiners submitted a request to AT&T representative, Drenda Capps, to correct the billing for plexar stations at 1101 N 15th St and 700 S 15th St and credit customer for over billing. AT&T responded that they would correct the plexar rate for stations at 700 S 15th and issued credit back to effective date of July 23, 2008. However, AT&T indicated that in order to correct the pricing at 1101 N 15th St to contract pricing, a plexar contract amendment would need to be processed. A contract amendment was signed by customer on February 18, 2009 for services at 1101 N 15th St.

PBX filed a claim with AT&T on April 8, 2009 to recover over billing on the plexar stations at these two addresses. The claim, totaling \$39,114.88, requested credits back to

March 1, 2003, date of new contract after customer installed services at 700 S 15th St (September 19, 2002) and 1101 N 15th (June 29, 2001). AT&T only issued credit for nine months at each address, totaling \$5,639.11.

An informal complaint was filed with the PUC on May 24, 2010 requesting AT&T refund the remainder of the over billing in the amount of \$33,475.77. On June 4, 2010, we received a response from the PUC in which AT&T notified us that no further credits were warranted. The reason given for the denial is that upon review of the contract, they did not find either 1101 N 15th St or 700 S 15th St listed on the contract. Yes, we agree with AT&T that these addresses were not on the 2003 contract but should have been since they were included in the RFP submitted by customer prior to the 2003 contract. The issue here is that AT&T did not include these addresses in the contract.

While AT&T denied credit to Waco ISD for this plexar issue, credit was recently refunded to another customer with the same scenario. Like Waco ISD, Cypress Fairbanks ISD released a proposal for local phone service on November 6, 2007. Like Waco, Cypress Fairbanks ISD's proposal included addresses and information for several new school locations that would be opening during the term of the contract which was signed in February 2008. While most addresses were added by addendum to the existing contract at contract rates as they opened, some were erroneously added by separate contract at a higher rate instead of by addendum. Once the discrepancy was pointed out in May 2009, AT&T corrected the problem and refunded part of the over billing. After repeated communication with AT&T regarding the remainder of the over billing, Cypress Fairbanks ISD met with Susan Caraway, AT&T Regional Manager on December 3, 2009. AT&T agreed to refund the remainder of the over billing back to the installation date of the (4) addresses in question. We can provide more information and detail related to this case if you need it.

A responsibility of the AT&T sales account team assigned to Waco Independent School District is to ensure contracts submitted for signature are complete and accurate and in this instance, AT&T did not meet that responsibility. Waco ISD deserves the same consideration given to Cypress Fairbanks ISD. With this letter PBX is filing a formal complaint requesting the PUC require AT&T to issue remaining refunds back to March 1, 2003 as stated in claim submitted to AT&T on April 8, 2009.

I have included a copy of the informal complaint (CP2010051470) that was submitted to the PUC on May 24, 2010. Please let me know if there are questions or if additional information would be helpful.

Sincerely,



Linda Greenlee

LG/pc

Cc: Sherry Smith

Kathryn Bingham

May 24, 2010

PUC Customer Protection  
P.O. Box 13326  
Austin, TX 78711-3326

With this letter, Phone Billing Examiners-PBX is filing a complaint on behalf of Waco Independent School District. PBX is an authorized agent for Waco Independent School District. The following is customer and agent information and an explanation of the complaint.

Customer Information: Sherry Smith  
Waco Independent School District  
501 Franklin  
Waco, TX 76701  
Account Number: 254-752-8341  
Telephone Number: 254-755-9452

Agent Information: Linda Greenlee  
Phone Billing Examiners-PBX  
P. O. Box 3740  
Grapevine, TX 76099  
817-595-1388  
Fax: 817-514-6399

Waco Independent School District, hereinafter referred to as the Customer, is a long term AT&T customer. This complaint involves the pricing of customer's plexar service at two of their locations, 1101 N 15th St and 70 S 15th St.

On November 21, 2002, SBC/AT&T Senior Account Manager, Gay Penak, responded to customer's proposal for plexar pricing and her response did include the two addresses referenced above. Customer had installed plexar service at 1101 N 15th St in 2001 and at 700 S 15th St in 2002. Gay Penak's response to customer's proposal indicated that addresses of 1101 N 15th St and 700 S 15th St were currently being billed at OPX rates and could be added to the plexar contract with a growth job. Since these two addresses were part of customer's RFP, clearly indicating they were part of the new contract, growth study was not necessary. What is the point of a growth study if customer already has service? See attached copy of SBC response to contract proposal.

Upon renewal of 2003 plexar contract, AT&T was fully aware of these two new locations as evidenced by transmittal memo and should have ensured addresses were added to renewal contract. See attached copy of transmittal memo.

On March 6, 2008, customer signed a new 12-month plexar contract. Although both addresses should have been included in this contract, only one address, 700 S 15th St, was added but AT&T continued to bill customer at higher rate of \$40.60 instead of \$8.45, contract price. The address of 1101 N 15th St was not added to this new contract so service at this address also bill incorrectly at \$40.60.

On August 7, 2008, Phone Billing Examiners submitted a request to AT&T representative, Drenda Capps, to correct the billing for plexar stations at 1101 N 15th St and 700 S 15th St and credit customer for over billing. AT&T responded that they could correct the plexar rate for stations at 700 S 15th St and issue credit back to effective date

of July 23, 2008. AT&T corrected the rate for stations at 700 S 15th St and issued credit back to July 23, 2008. However, AT&T indicated that in order to correct the pricing at 1101 N 15th St to contract pricing, a plexar contract amendment would need to be processed.

On November 10, 2008, customer sent Drenda Capps, a request to add 1101 N 15th St to their plexar contract. AT&T did not complete the contract amendment until February 2009 and customer signed agreement on February 18, 2009. The contract amendment reflected effective date of July 1, 2008. Orders were issued to change the plexar rate effective April 11, 2009. PBX requested AT&T issue credit from July 1, 2008 to April 11, 2009 for the difference in rates but credit was never issued. See attached copy of amendment that reflects effective date of July 1, 2008.

Customer clearly noted the two addresses in question on their proposal for pricing for their 2003 plexar contract. Since the addresses were included on customer's proposal, AT&T account manager, Gay Penak, was aware that the two addresses were actually in service. In addition, pricing comparison provided to the customer by AT&T clearly noted the two addresses in question. Since AT&T was aware that 1101 N 15th and 700 S 15th St addresses were in service prior to renewing 2003 plexar contract, they should have included these addresses in the renewal contract.

PBX filed a claim with AT&T in April 2009 to recover over billing on the plexar stations at these two addresses. The claim, totaling \$39,114.88, requested credits back to March 1, 2003, date of new contract after customer installed services at 700 S 15th (September 19/2002) and 1101 N 15th St (2001). AT&T issued partial credit amounting to \$5,639.11 which was refunded to customer on July 1, 2009 and denied credit back to March 1, 2003. See attached letter from Tess Goodwin, AT&T Regional Sales Manager.

While AT&T denied credit to Waco ISD for this plexar issue, credit was refunded to another customer with the same scenario. Cypress-Fairbanks ISD released a proposal for local business phone service on November 6, 2007. Like Waco ISD, Cypress-Fairbanks ISD's proposal also included addresses and information regarding new school locations during the contract term. Upon renewal of their 2008 plexar contract in February 2008, AT&T was fully aware of four new school locations, 10700 Fry Rd, 20400 W Little York Rd, 4321 Westfield Village Dr & 5750 Greenhouse Rd. However, when plexar services were installed at these new locations in July & August 2008, AT&T elected to request a separate plexar contract with higher pricing (\$15.00 instead of \$9.00) for these new locations. When the pricing discrepancy was brought to AT&T's attention in May 2009, AT&T requested customer sign new contract for these new locations and at that time, changed plexar pricing to \$9.00, same as the remainder of their plexar services. PBX requested AT&T refund over billing for plexar services at these new locations from installation dates of July & August 2008 to new contract date, July 1, 2009. Initially, AT&T only agreed to credit over billing from contract expiration date, May 7, 2009 to June 30, 2009, totaling \$4,346.00, plus interest and that refund was issued on September 1, 2009 invoice. After repeated communication with AT&T regarding the remainder of the over billing, Cypress Fairbanks ISD met with Susan Caraway, AT&T Regional

Manager on December 3, 2009. AT&T agreed to refund the remainder of the over billing back to the installation dates of the (4) addresses in question. The additional refunds were issued to the customer on their March 1, 2010 invoice.

With this letter, we respectfully request that the PUC require AT&T to issue remaining refunds back to March 1, 2003, as stated in claim submitted to AT&T on April 8, 2009 since AT&T set the precedent with their refund to Cypress Fairbanks ISD for all of their over billing on their plexar stations. Waco ISD deserves the same consideration given to Cypress Fairbanks ISD.

Please let me know if there are questions or if additional information would be helpful.

Sincerely,

A handwritten signature in cursive script that reads "Linda Greenlee". The signature is written in black ink and is positioned below the word "Sincerely,".

Linda Greenlee

LG/pc

Cc: Sherry Smith

Kathryn Bingham

CONTRACT RENEWAL

TEXAN 2000

PSTN ACCESS LINES	WORKING	MONTHLY RATE PER LINE	TOTAL MONTHLY RATE	MONTHLY RATE PER LINE	TOTAL MONTHLY RATE
Plexar PSTN Access Lines	92	\$ 32.20	\$2,962.40	\$21.50	\$1,978.00

LOCATION	ADDRESS	WORKING	MONTHLY RATE PER STATION	TOTAL MONTHLY RATE	MONTHLY RATE PER STATION	TOTAL MONTHLY RATE
GL Wiley Middle School	1030 E Live Oak St 3	13	\$ 8.45	\$109.85	\$11.40	\$148.20
Facilities	112 S 6th St —	6	\$ 8.45	\$50.70	\$11.40	\$68.40
University High Practice	1421 Dutton Ave —	1	\$ 8.45	\$8.45	\$11.40	\$11.40
G. W. Carver Academy	1601 JJ Flewellan Rd 3	12	\$ 8.45	\$101.40	\$11.40	\$136.80
Dean- Highland	1800 N 33rd St —	7	\$ 8.45	\$59.15	\$15.58	\$109.06
Kendrick	1801 Kendrick Lane —	12	\$ 8.45	\$101.40	\$15.58	\$186.96
University Middle School	1820 Irving Lee St 4	20	\$ 8.45	\$169.00	\$15.58	\$311.60
University Middle School	1820 Irving Lee St 2	2	\$ 60.45	\$120.90	\$15.58	\$31.16
North Waco Elementary	2015 Alexander Ave —	11	\$ 8.45	\$92.95	\$11.40	\$125.40
Maintenace/Warehouse	2025 S 19th St —	21	\$ 8.45	\$177.45	\$11.40	\$239.40
South Waco Elementary	2104 Gurley Lane —	10	\$ 8.45	\$84.50	\$11.40	\$114.00
Cedar Ridge Elementary	2115 Meridian Ave 3	14	\$ 8.45	\$118.30	\$15.58	\$218.12
Bell's Hill Elementary	2125 Cleveland Ave 3	13	\$ 8.45	\$109.85	\$11.40	\$148.20
A J Moore Annex	222 Jefferson —	1	\$ 8.45	\$8.45	\$11.40	\$11.40
Brazos Middle School	2415 Cumberland Ave 3	15	\$ 8.45	\$126.75	\$11.40	\$171.00
University High School	2600 Bagby Ave 4	48	\$ 8.45	\$405.60	\$11.40	\$547.20
Lake Waco Montessori	3005 Edna Ave 3	10	\$ 8.45	\$84.50	\$15.58	\$155.80
Child Nutrition	325 N 9th St —	13	\$ 8.45	\$109.85	\$11.40	\$148.20
Meadowbrook Elementary	4315 Beverly Dr —	6	\$ 8.45	\$50.70	\$15.58	\$93.48
A J Moore Academy	500 N University Parks Dr 4	17	\$ 8.45	\$143.65	\$11.40	\$193.80
West Avenue Elementary	1101 N 15th St —	8	\$ 23.10	\$184.80	\$11.40	\$91.20
Caesar Chavez Middle School	700 S 15th St 3	3	\$ 23.10	\$69.30	\$11.40	\$34.20
Adminstrative Office	501 Franklin Ave 2	268	\$ 8.45	\$2,264.60	\$11.40	\$3,055.20
Sul Ross Elementary	901 S 7th St 3	8	\$ 8.45	\$67.60	\$11.40	\$91.20
J H Hines Elementary	301 Garrison Street —	9	\$ 8.45	\$76.05	\$11.40	\$102.60
Newcomers	2815 Speight Ave —	2	\$ 8.45	\$16.90	\$11.40	\$22.80
WISD Alternative School	805 S 8th St 3	12	\$ 8.45	\$101.40	\$11.40	\$136.80
Sports Complex	1401 S New Rd 2	14	\$ 8.45	\$118.30	\$15.58	\$218.12
Provident Heights	2415 Bosque Blvd —	10	\$ 8.45	\$84.50	\$11.40	\$114.00
Brooke Avenue Elementary	720 Brook Ave —	10	\$ 8.45	\$84.50	\$11.40	\$114.00
Alta Vista Montessori	3637 Alta Vista Dr 3	7	\$ 9.90	\$69.30	\$12.85	\$89.95
Crestview Elementary	1120 N New Road 3	13	\$ 9.90	\$128.70	\$12.85	\$167.05
Paul Tyson Field	2003 N 44th St —	5	\$ 9.90	\$49.50	\$12.85	\$64.25
Waco High School	2020 N 42nd St 5	87	\$ 9.90	\$861.30	\$12.85	\$1,117.95
Hillcrest PDS	4201 Pine Ave —	18	\$ 9.90	\$178.20	\$12.85	\$231.30
Lake Air Middle School	4601 Cobb Dr 3	16	\$ 9.90	\$158.40	\$12.85	\$205.60
Mountainview Elementary	5901 Bishop Dr —	10	\$ 9.90	\$99.00	\$12.85	\$128.50
Tennyson Middle School	6100 Tennyson Dr 3	14	\$ 9.90	\$138.60	\$12.85	\$179.90
Parkdale Elementary	6400 Edmond Ave 3	7	\$ 9.90	\$69.30	\$12.85	\$89.95
Viking Hills Elementary	7200 Viking Dr —	7	\$ 9.90	\$69.30	\$12.85	\$89.95
Doris Miller	2401 JJ Flewellan 3	6	\$ 9.90	\$59.40	\$12.85	\$77.10
<b>TOTALS (excluding surcharges)</b>				<b>\$10,144.75</b>		<b>\$11,569.20</b>



PSTN ACCESS LINES			WORKING	MONTHLY RATE PER LINE
Plexar PSTN Access Lines			92	\$ 32.20

LOCATION	ADDRESS	CAPACITY	WORKING	MONTHLY RATE PER STATION
GL Wiley Middle School	1030 E Live Oak St	23	13	\$ 8.45
Facilities	112 S 6th St	15	6	\$ 8.45
University High Practice	1421 Dutton Ave	3	1	\$ 8.45
G. W. Carver Academy	1601 JJ Flewellan Rd	20	12	\$ 8.45
Dean- Highland	1800 N 33rd St	18	7	\$ 8.45
Kendrick	1801 Kendrick Lane	22	12	\$ 8.45
University Middle School	1820 Irving Lee St	20	20	\$ 8.45
University Middle School	1820 Irving Lee St	0	2	\$ 60.45 *
North Waco Elementary	2015 Alexander Ave	21	11	\$ 8.45
Maintenace/Warehouse	2025 S 19th St	30	21	\$ 8.45
South Waco Elementary	2104 Gurley Lane	18	10	\$ 8.45
Cedar Ridge Elementary	2115 Meridian Ave	23	14	\$ 8.45
Bell's Hill Elementary	2125 Cleveland Ave	22	13	\$ 8.45
A J Moore Annex	222 Jefferson	3	1	\$ 8.45
Brazos Middle School	2415 Cumberland Ave	18	15	\$ 8.45
University High School	2600 Bagby Ave	158	48	\$ 8.45
Lake Waco Montessori	3005 Edna Ave	18	10	\$ 8.45
Child Nutrition	325 N 9th St	18	13	\$ 8.45
Meadowbrook Elementary	4315 Beverly Dr	16	6	\$ 8.45
A J Moore Academy	500 N University Parks Dr	120	17	\$ 8.45
West Avenue Elementary	1101 N 15th St	0	8	\$ 23.10 **
Caesar Chavez Middle School	700 S 15th St	0	3	\$ 23.10 **
Administrative Office	501 Franklin Ave	268	268	\$ 8.45
Sul Ross Elementary	901 S 7th St	29	8	\$ 8.45
J H Hines Elementary	301 Garrison Street #	15	9	\$ 8.45
Newcomers	2815 Speight Ave	3	2	\$ 8.45
WISD Alternative School	805 S 8th St	29	12	\$ 8.45
Sports Complex	1401 S New Rd ##	15	14	\$ 8.45
Provident Heights	2415 Bosque Blvd	16	10	\$ 8.45
Brooke Avenue Elementary	720 Brook Ave	16	10	\$ 8.45
Alta Vista Montessori	3637 Alta Vista Dr	18	7	\$ 9.90
Crestview Elementary	1120 N New Road	22	13	\$ 9.90
Paul Tyson Field	2003 N 44th St	12	5	\$ 9.90
Waco High School	2020 N 42nd St	150	87	\$ 9.90
Hillcrest PDS	4201 Pine Ave	28	18	\$ 9.90
Lake Air Middle School	4601 Cobb Dr	20	16	\$ 9.90
Mountainview Elementary	5901 Bishop Dr	18	10	\$ 9.90
Tennyson Middle School	6100 Tennyson Dr	20	14	\$ 9.90
Parkdale Elementary	6400 Edmond Ave	18	7	\$ 9.90
Viking Hills Elementary	7200 Viking Dr	18	7	\$ 9.90
Doris Miller	2401 JJ Flewellan	16	6	\$ 9.90

\* Under current contract, this address is tariffed for 20 stations. The 2 excess stations are billed at OPX rates.

Should Waco ISD choose this option, a growth job can be requested after contract renewal, and all OPX stations can be converted to a custom tariff rate

\*\* These addresses are currently billed at OPX rates and can be added to the contract with a growth job

# Listed address is 301 Garrison; service address is 1102 Paul Quinn

## Listed address is 1401 S New Rd; service address is 1112 S New Rd

# Transmittal Memo

**Date:** 03/12/2003  
**To:** Phil Brasher  
**From:** Gay Penak  
**RE:** Plexar Custom Renewal Contract

RECEIVED

MAR 19 2003

PURCHASING

---

Attached is your copy of the Plexar Custom Renewal Contract. Thank you for your continued business.

Before Michelle left, we had discussed doing a growth job once the renewal was filed. I'm not certain who would be responsible for that now, but I want to extend the offer to meet with the appropriate personnel from Waco ISD to discuss your anticipated growth.

As always, I can be reached at 1-800-561-5043 should you need to talk to me.

Enc. 1



AT&T ILEC Plexar®- Custom Service

Amendment

The undersigned jointly agree that this Amendment shall be incorporated into and made part of the existing AT&T Plexa Custom Service Agreement which has an effective date of July 1, 2008 by which SBC Global Services, Inc. dba AT& Global Services on behalf of Southwestern Bell Telephone Company (herein "AT&T") provides services to Waco ISD.

That Agreement expires June 30, 2009, and the parties agree that the additional services and rates provided through this Amendment will be coterminous with that date. The specific additional services and rates covered by this Amendment are detailed below and on the attachment to this Amendment and shall also be incorporated into and made part of the Agreement.

ICB PS Number: 183123

Additional Services as provided per attached AT&T Plexar Custom Service Arrangement Attachment, SW-4325c.

For: Waco Independent School District

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

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

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

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

*Sherry Remington*  
*Sherry Remington*  
*Director of Purchasing*  
*2-18-09*

For: AT&T

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

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

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

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

Attachment - SW-4325C, 4 Page(s)

Tess Goodwin  
AT&T Texas  
Regional Sales Manager

1010 N. St. Mary's, Room 839  
San Antonio, TX 78215  
Phone: 210-633-5610  
Fax: 210-222-3602



September 29, 2009

Linda Greenlee  
Phone Billing Examiners-PBX  
P.O.Box 3740  
Grapevine, Texas 76099

Dear Ms. Greenlee:

Re: PUC complaint (CP2009090927\_0909010195) sent by Phone Billing Examiners -PBX, in behalf of Waco ISD, as their agent, on Sept. 10, 2009.

This letter is to confirm our September 28, 2009 conversation, regarding this complaint disputing overbilling of plexar stations at two addresses back to 3-1-03. The complaint and its attachments have been reviewed. No new information was provided or uncovered that would change AT&T's previous position regarding these disputed credits. AT&T had previously stated in an email (attached) dated 8-18-09 from Shannon Walters AT&T Service Manager - Customer Relations, there would be no further credits issued in regard to this dispute.

Since these two sites were not included in the 2003 contract signed by both parties, AT&T and Waco ISD, AT&T is not obligated to apply the contract monthly rate of \$8.45 per station as is being requested in the complaint. The 2003 contract is attached for reference.

On the price sheet that was attached to the complaint, AT&T does not quote the contract monthly rate of \$8.45 for these two sites. A monthly rate of \$23.10 was quoted, and the footnote shows that AT&T offered to add these sites to the contract with a growth job. Evidently this offer was not acted on by either party (for whatever reason) since the 2003 Plexar contract that was signed did not include these two addresses.

In regard to the statement that no credit was issued by AT&T for the period of July 1, 2008 to April 11, 2009, for the addition of the 1101 N. 15<sup>th</sup> St. site to the 2008 Plexar contract, a credit of \$2314.80 was issued by AT&T for those 9 months for that address. This was communicated in an email (attached) dated July 2, 2009 from Ms. Walters.

We regret that we have not been able to resolve this matter to your satisfaction, but as we discussed if you find new information please provide it to us so we can review it.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tess Goodwin".

Tess Goodwin