

**Agreement By and Between
Educational Funding Group, Inc. and Buckeye Local School District (Ashtabula)
For E-rate Consulting Services**

For the Five-Year Period of E-rate Funding Year 2021 (July 1, 2021 to June 30, 2022) until the end of E-rate Funding Year 2025 (July 1, 2025 to June 30, 2026).

I. Parties and Commencement of Contract

This Agreement (hereinafter “Agreement”) is entered into by and between Buckeye Local School District (hereinafter “Client”) and Educational Funding Group, Inc., (hereinafter “EFG”) at Cleveland, Ohio. Buckeye Local School District and EFG may also be hereinafter referred to individually as “Party” or collectively as “Parties.”

This Agreement shall commence when signed by both Parties hereto and shall remain in full force and effect until, for each funding year, all funding is awarded, pertinent administrative appeals are exhausted and associated work is complete.

1.01 Recitals

In consideration of the mutual covenants and agreements to be kept and performed on the part of the Parties hereto as herein stated the Parties stipulate as follows:

- EFG is in the business of performing consulting services relative to the Federal Communication Commission’s (“FCC”) E-rate program. EFG represents it possesses the qualifications, resources, and experienced, qualified personnel to provide such services; and,
- Client desires to retain EFG as its consultant to perform E-rate work associated with the funding year(s) governed by this Agreement and hereby confers authority upon the personnel and agents of EFG to act as Agent(s) and represent Client with the Schools and Libraries Division (“SLD”) of the Universal Services Administrative Corporation (“USAC”) regarding all matters involving the Client’s E-rate applications as governed by this Agreement; and
- Both parties affirm their respective obligation to follow all applicable FCC/USAC E-rate rules and regulations in the performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

II. Scope of Work

2.01 General Statement. EFG will perform E-rate consulting services during the time period governed by this Agreement including administrative appeals of adverse decisions, if any, related to work done by EFG.

2.02 Scope of Services Provided by EFG.

During the term of this Agreement, and any renewal periods, EFG will provide the following services:

- **Form Preparation:** EFG will prepare and process all necessary E-rate applications and forms on behalf of Client including, but not limited to, FCC Forms 470, 471, 486, 472, 498 and 500. All forms prepared by EFG will be submitted to the Client for review and final approval prior to submission.
- **Technology Review:** Review Client's existing technology needs in the areas of E-Rate eligible services, including: Broadband, Internet Access, Self-Provisioned Networks and Services, Internal Connections, Basic Maintenance of Internal Connections and Managed Internal Broadband Service (MIBS) so as to maximize Client's E-rate funding and help ensure a robust network.
- **Competitive Bidding:** EFG will assist and guide Client through E-rate competitive bidding processes. This will be done in close cooperation with Client who shall have responsibility, and final say, for the selection of all Service Providers and services. If requested, EFG will assist Client with contract negotiation for its E-rate eligible services. It is strongly recommended that prior to signing, Client send copies of proposed contracts to EFG so they may be reviewed for E-rate compliance (only) prior to the FCC Form 471 being submitted.
- **Participation in USAC Review Processes.** Except as otherwise provided herein, EFG will provide guidance, advice, and prepare written responses to USAC Program Integrity Assurance (PIA), Cost-effectiveness Reviews, Payment Quality Assurance (PQA) Reviews and Selective Service Review (SSR) inquiries as appropriate.
- **Document Retention.** EFG will retain copies of all documents associated with the funding years governed by this Agreement for the time period necessary to remain in compliance with FCC rules, which is currently ten (10) years from the last date of service.
- **E-rate Compliance and Legal Matters.** As appropriate, EFG will apprise Client of the FCC's and USAC's E-rate rules and regulations including FCC policy changes and rulings. **EFG will not render any legal or regulatory advice to Client or perform legal work of any kind.** Legal advice will only be provided by an experienced attorney selected and retained by EFG.
- **Filing of Waivers and Appeals.** Appeals and Requests for Waivers to USAC and/or the FCC are included in the fees; specifically excluded are any appeals to federal courts.

- **Ancillary Services Provided by EFG Include:**
 - Reviewing Client’s budget necessary to support the current E-rate application;
 - Tracking of FCC/USAC Category 2 ‘five-year budgets’;
 - Support and evaluation of NSLP/CEP data; and
 - Reconciliation of E-rate reimbursements.

2.03 Professional Services Available

- **Various E-rate Audit Support and Professional Services are listed in an Addendum which is available by request.**

2.04 Client Responsibilities

Client’s responsibilities during the term of this Agreement, and any renewal periods, include, but are not limited to:

- **Letter of Agency (LOA):** For each funding year governed by this Agreement, Client shall execute a Letter of Agency authorizing EFG’s interaction with USAC on its behalf;
- **USAC EPC Portal:** Client must register with the E-rate Productivity Center (EPC) and provide EFG with the required authorization to ‘view, create and submit’ forms, so that EFG may perform its obligations under this agreement. EFG will assist Client’s USAC-designated Administrator in setting up the EPC account.
- **Information and Documentation:** USAC imposes strict deadlines on responding to information requests. Unless otherwise specified, Client shall provide all information, documentation and data requested by EFG within five (5) Client business days of each request. Failure of Client to meet this timetable may result in loss of funding. Continued failure of Client to timely respond may result in termination of this Agreement;
- **Funds:** Client shall secure the necessary funds to meet its non-discounted share of E-rate funding, which Client acknowledges will not be paid or subsidized by any service provider;
- **Procurement:** In addition to FCC competitive bidding requirements, Client shall ascertain and comply with all applicable state and local procurement laws and policies;
- **Contracts:** After the competitive bidding period closes, Client shall obtain all required service provider contracts and forward them to EFG for E-rate compliance review, preferably prior to signing. Once contracts are fully executed, Client shall send copies to EFG to satisfy FCC document retention requirements. This provision

also applies to written renewals or extensions of existing contracts. Client agrees to send all contracts and/or renewals/extensions to service providers in a timely manner so as to meet E-rate requirements and allow for timely filing of the Form 471;

- **CIPA:** Client shall comply with the requirements of the Children’s Internet Protection Act (“CIPA”);
- **Document Retention:** Client shall retain its copies of all E-rate documents for the time period necessary to remain in compliance with FCC rules, which is currently ten (10) years from the last date of service.

III. Independent Contractor

The parties acknowledge and agree that EFG is an independent contractor.

IV. Term

This contract is for the E-rate funding years selected above and may be renewed annually, after the initial term, by mutual agreement of the Parties. Renewals will be requested in writing via letter or e-mail. Confirmation of renewal shall be attached to this contract. EFG will contact Client in advance of the renewal period to ascertain Client’s intent to renew. The provisions of this contract pertain only to work associated with the E-rate Funding Year(s) referenced above and to any renewal periods. EFG will provide E-rate support to Client not to exceed five (5) years after the USAC 471 window closing of the E-rate funding year, at no additional charge, for each funding year’s application filed by EFG.

V. EFG’s Fee Structure and Payment Terms:

5.01 Cost for Complete Funding Year services:

Total Fee: EFG’s fee for its services is \$3,000 or 8% percent (8%) of the total FCC approved and disbursed funds issued by the U.S. Treasury for each complete funding year, whichever is greater.

5.02 Payment Terms: For each complete Funding Year governed by this Agreement, payment of EFG’s fee shall be made in the following installments:

First Installment: The first installment of \$1,200 is due EFG upon client’s submission of the FCC Form 471 to the SLD.

Second Installment: A second installment of \$1,100 is due EFG upon client’s receipt of SLD funding notification letters (“FCDLs

Subsequent Installments:

The balance of EFG's fees for all Funding Requests shall be paid as each FCC reimbursement is disbursed until all EFG fees are paid in full.

If Client applies for and is awarded Category 2 funding and Client decides to cancel the project, or for any reason decides not utilize all or some of the Category 2 funding, Client may be charged 2% of the pre-discount funding amount to compensate EFG for the work it performed in securing said funding.

If a USAC decision is appealed, payment(s) shall occur after the funds have been disbursed pursuant notification to the Client that the appeal has been successful.

5.03 Adjustments.

Any necessary adjustments will be made according to the program year(s) final accounting. However, any act or action by Client personnel that violates FCC/USAC E-rate rules or regulations, which results in any rescission of a funding commitment or return of E-rate funds, shall not change the Client's payment obligation to EFG. Should Client have unresolved Red Light issues from funding years prior to becoming an EFG client, then EFG's fees will be based on USAC funding commitments, not FCC funding disbursements.

5.04 Renewal Pricing

To allow for changes in economic inflationary conditions, at the beginning of any renewal period and subject to Client's consent and agreement, EFG may request a modest annual increase.

5.05 Payment Due Dates

All payments due under the terms of this Agreement shall be made within thirty (30) days of invoice and remitted to EFG's office located at 3460 Kersdale Rd., Cleveland, Ohio 44124, or to any other mailing address provided.

VI. Mutual Cooperation

6.01 Time is of the essence for the completion of the work described in this contract. It is anticipated by the parties that all work described herein will be completed within two (2) weeks of the date of execution, and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

6.02 The Parties shall cooperate with each other in the performance of their obligations hereunder, including Client securing and providing all information, documentation and data to EFG in accordance with the Information and Documentation section referenced above, so that all filings may be completed before applicable deadlines. This includes but is not limited to: information and documentation requested by EFG, service provider evaluation(s), signed contracts/renewals with service providers.

VII. Confidentiality

7.01 Confidential Information.

The parties acknowledge in the course of negotiations, contract(s) or dealings, with EFG, the Client may receive certain proprietary or confidential information from or about EFG and its affiliates, officers, owners, directors or employees; said confidential information consisting of, but not limited to:

- (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, computer programs and research projects.
- (b) Business information: Customer lists, names of potential customers, proposed business transactions with third parties, pricing data, sources of supply or financial data.
- (c) Other confidential and proprietary information relating to EFG or its business whether provided orally or in writing.
- (d) All such technical, financial or other business information supplied by EFG or its Representatives is hereinafter referred to as "Information."

7.02 Non-Disclosure Obligation.

For good consideration, Client as well as any of its Representatives receiving Information agree to and shall keep such Information confidential, and shall not disclose or divulge, in whole or in part, to others, other than to its Representatives who need to know such Information in connection with Client's negotiations, contract(s) or involvement with EFG, who shall be informed of the confidential nature of the Information and who shall be required by Client to treat such Information confidentially.

7.03 Non-Use Obligation

In addition to its obligation of non-disclosure hereunder, Client agrees that it will not, directly or indirectly, attempt to appropriate or otherwise use, for its or other parties benefit, the Information of EFG.

VIII. Assignment

Neither Party may assign this Agreement or any right or interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IX. Miscellaneous

9.01 Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. The Parties acknowledge

that the terms of this Agreement may need to be modified to accommodate changes in the E-rate program rules and regulations.

9.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

9.03 All agreements and covenants herein are severable, and in the event any of them is held to be invalid by any competent court, the Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. The parties further agree that in the event such portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.

9.04 Both Parties shall comply with provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in connection with the performance of their obligations hereunder.

9.05 No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.

X. General Provisions

This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters herein, and supersedes all prior or contemporaneous representations or agreements, written or oral, with respect to the matters covered herein.

Nothing in this Agreement is intended to create, or shall be construed as creating, a joint venture, partnership, agency, or taxable entity between the Parties, or any right to pledge the other's credit.

Neither Party shall be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labor dispute, accident, civil commotion, epidemic, or any other cause beyond such Party's reasonable control.

This Agreement may be terminated immediately by either Party upon any breach by the other Party of any terms or conditions contained herein. Any such termination shall be presented to the other Party in writing.

No termination of this Agreement shall release either Party from its obligation to pay the other Party any amounts which accrued prior to such termination or which shall accrue after such termination.

The Parties acknowledge that the provisions of this Agreement have been negotiated between them. Therefore, regardless of any Canons of Construction, laws or regulations to the contrary, this Agreement, including addendum, shall not be strictly construed against the drafter.

XI. Notices

All notices and other communications to be given to any party hereto in accordance with the provisions of this Agreement shall not be effective unless in writing and shall be deemed to have been given:

- i. on the date of receipt if hand-delivered; or
- ii. five (5) business days after being sent by registered or certified mail, postage prepaid, return receipt requested;
- iii. three (3) days after being sent by overnight courier, or on the date delivered as per the courier's records; or
- iv. on the date of receipt, with receipt confirmed, if sent by e-mail.

In each case any such notice shall be addressed to the relevant party at the address stated below:

Educational Funding Group, Inc.
3460 Kersdale Rd.
Cleveland OH 44124

Buckeye Local School District
3436 Edgewood Drive
Ashtabula, OH 44004

Phone: 216-831-2626

Phone: _____

Fax: 216-831-2822

Fax: _____

E-mail: erate@naa.com

Email: _____

Client shall have five (5) Client business days after notification to cure any default.

XII. Electronic Signatures

Facsimile, pdfs and other electronic copies, including signatures, shall be deemed authentic.

Each undersigned signatory represents that each has authority to enter into this Agreement on behalf of its respective Party.

Educational Funding Group, Inc.

Buckeye Local School District

Paul Karas, President

Signature

Printed Name

Title

Date

Date

To: Schools and Libraries Division of the
Universal Service Administrative Company

Re: Letter of Agency for complete E-rate Funding Years 2021(July 1, 2021) to 2025(June 30, 2026)
and all other open E-rate Funding Years, as necessary.

LETTER OF AGENCY (LOA) AND CONTRACT RENEWAL

The undersigned, on behalf of **Buckeye Local (Ashtabula)** (“Applicant”), hereby expressly authorizes the personnel and authorized agents of Educational Funding Group, Inc., (“EFG”) to act as its Agent(s) with the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) regarding all matters involving our E-rate funding application(s).

This authorization relates to the filing of FCC of Forms 470, 471, 472, 486, 498, 500, and all other E-rate forms necessary to complete each year’s funding process. This authorization further extends to all other phases of the application process, including, but not limited to, allowing EFG full access to the USAC EPC Portal, responding to Program Integrity Assurance Review inquiries and the filing of appeals.

This authorization shall remain in full force and effect until all work associated with each of the Funding Years authorized above has been completed.

Date: _____ 2021

Authorized Signature

Printed Name

Title