

**Agreement By and Between
Educational Funding Group, Inc. and Buckeye Local School District
For Emergency Connectivity Fund (ECF) Consulting Services
July 1, 2021 – June 30, 2022**

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. Client and EFG may also be hereinafter referred to individually as “Party” or collectively as “Parties.”

This Agreement applies solely to the Emergency Connectivity Fund first filing opportunity covering the period July 1, 2021 to June 30, 2022 and shall remain in full force and effect for the corresponding twelve month period.

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”) ECF 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 ECF work associated with the funding year 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 Universal Services Administrative Corporation (“USAC”) regarding all matters involving the Client’s ECF applications as governed by this Agreement; and
- Both parties affirm their respective obligation to follow all applicable FCC/USAC/ECF 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. During the twelve month period governed by this Agreement, EFG will perform consulting services for first ECF filing window, including administrative appeals of adverse decisions, if any, related to work done by EFG.

2.02 Scope of Services Provided by EFG.

During the twelve month term of this Agreement, EFG will provide the following services:

- **Form Preparation:** EFG will prepare and process all necessary ECF applications and forms for the first window including, but not limited to, FCC Forms, 471,486, 472, and 498. All forms prepared by EFG will be submitted to the Client for review and final approval prior to submission.
- **Technology Review:** As necessary, EFG will Review Client's existing technology needs in the areas of ECF eligible services, to maximize Client's ECF funding opportunities.
- **Competitive Bidding:** If competitive bidding is required by State or Local law, the ECF program requires compliance with those rules and regulations. At Client's request, EFG will assist in the competitive bidding process however, Client shall have responsibility for, and final say over, the selection of all Service Providers.
- **Participation in USAC Audit and Review Processes.** Except as otherwise provided herein, during the term of this Agreement EFG will provide guidance, advice, and prepare written responses to USAC and audit inquiries.
- **Document Retention.** EFG will retain copies of all documents associated with the funding year 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.
- **ECF Compliance and Legal Matters.** As appropriate, EFG will apprise Client of the FCC's and USAC's ECF 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 Appeals and Waivers.** Appeals to USAC and Requests for Waivers to the FCC that arise within the term of this Agreement are included in the fees; specifically excluded are any appeals to federal courts.

2.03 Audit Support Services

FCC or USAC post-funding audits that occur after the term of this Agreement may be provided at an additional cost to be agreed on between the parties. Any such agreement shall be embodied in an addendum to this Agreement.

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):** Client shall execute a Letter of Agency authorizing EFG's interaction with USAC on its behalf;
- **USAC EPC Portal:** If it has not already done so, 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;
- **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;
- **Procurement:** Client shall ascertain and comply with all applicable State and Local procurement laws and policies;
- **CIPA:** Client shall comply with the requirements of the Children's Internet Protection Act ("CIPA");
- **'Needs Based':** Client acknowledges that all products and services applied for under ECF have been ascertained to be 'needs based' and further acknowledges it will not apply for any items for which it has received other government or private funding sources. In addition, Client must certify on the FCC Form 471 and wherever required other ECF forms, that the items applied for are 'needs based'.
- **Document Retention:** Client shall retain its copies of all ECF 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 term of this ECF contract is for twelve (12) months commencing July 1, 2021 and ending June 30, 2022.

V. EFG's Fee Structure and Payment Terms

5.01 Fees

EFG's fees shall be the greater of \$1000 (Minimum Fee) or 10% of ECF funding awarded Client in a Funding Commitment Decision Letter (or equivalent) from USAC. In no event will EFG's fee exceed \$50,000.

5.02 Payment Terms

Payment of EFG's fee shall be made in the following two (2) installments:

First Installment: The Minimum Fee is due upon submission of Client's FCC Form 471 to USAC.

Second Installment: The balance of fees is due EFG upon Client's receipt of USAC Funding Commitment Decision Letter(s).

5.03 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 Road, Cleveland, OH 44124 or to any other mailing address provided by EFG.

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.

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 ECF 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 facsimile or other telecommunications equipment,
- v. 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 Road Cleveland OH 44124	Client: _____ _____
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.

Client

Paul Karas, President

Signature

Printed Name

Title

Date

Date