

Client Agreement No. 129070-2014

For Internet Access and/or Telecommunications and/or Basic Maintenance of Internal Connections E-Rate Funding

This Agreement, Exhibit A and all Addenda attached hereto ("Agreement") is made and entered into by and between Strategic Management Solutions ("Company") of Westerville, Ohio and Big Walnut Local School District ("Client") for Funding Years 2014, and 2015, and 2016 of the Federal E-Rate Program.

I. CONSULTING SERVICES

A. To obtain funding for the eligible items categorized as Internet Access services and/or Telecommunications services and/or Basic Maintenance of Internal Connections services under the Federal E-Rate Program, Company agrees to provide to Client the E-Rate Consulting Services described in Exhibit A of this Agreement subject to the terms and conditions contained in this Agreement. Client agrees to provide Company, in a timely manner, the data and assistance listed in, but not limited to, Exhibit A of this Agreement, in order that Company can successfully complete all services required for each Funding Year of the Federal E-Rate Program covered by this Agreement.

II. TERM OF AGREEMENT

A. The term of this Agreement shall begin on the date placed by Signatory of Client on page 4 of this Agreement and shall continue until all applicable services have been completed for each Funding Year of the Federal E-Rate Program covered under this Agreement, unless one of the parties has given thirty (30) days written notice to the other party of its desire to terminate this Agreement.

III. FEES AND PAYMENT

A. Client agrees to be solely responsible to Company for all fees billed by Company for consulting services provided to Client under this Agreement and understands that all fees are due to Company on or before the due date shown on billing notices received by Client.

B. The fees for all consulting services provided under this Agreement are indicated in the Addendum attached to this Agreement for **each** Funding Year covered by this Agreement. The fee for **each** Funding Year will not exceed \$900.00 **per instructional building (State of Ohio IRN)**, or 13.5 % of the funding requested for that Funding Year, whichever is less.

C. In the event of early termination of this Agreement, fees paid as of the effective date of termination are not refundable to Client. Client agrees to pay all billing notices due and payable as of the effective date of termination. Additionally, for any multi-year agreement, if Client terminates said Agreement for any Funding Year after the initial Funding Year in this Agreement, the total fee due for each Funding Year with services received by Client will be adjusted to the then current rate for a 1-year or 2-year Agreement, whichever is applicable.

IV. PERFORMANCE

A. Company shall furnish consulting services for each Funding Year covered by this Agreement in the manner described in Exhibit A of this Agreement and Client shall undertake its obligations as set forth in Exhibit A of this Agreement.

B. Client expressly authorizes Strategic Management Solutions and its representatives to act on behalf of Client as Client's contact/agent for the Federal E-Rate Program related to all funding applied for under this Agreement.

C. Client expressly authorizes Strategic Management Solutions and its employees to receive the necessary data to prepare all forms and documentation required by the Universal Service Administrative Company (USAC) Schools & Libraries Division (SLD) and its representatives in order for Client to request and/or receive funding under the Federal E-Rate Program.

D. Client understands that Strategic Management Solutions and its representatives will not participate in any way in the competitive bid process to select the vendors that will provide the services for which funding is requested under the Federal E-Rate Program.

V. WARRANTIES AND LIMITATIONS ON LIABILITY

A. Company shall be liable to Client for failure to provide any services only if such failure is due to the negligence of Company. In no event shall Company be liable for any special, incidental, consequential, or exemplary damages.

B. It is agreed that Company shall not be liable for any damages incurred as a result of the errors or omissions of Client, its personnel, employees, agents or users. Company shall not be liable for failure to perform if such failure is due to causes or conditions beyond its control.

C. Neither party to this Agreement shall be liable for delays in delivery or failure to perform any obligation hereunder, other than the obligation to make a payment due hereunder, when such delay or failure arises beyond the control of such party. This time for performance or any right or obligation, other than the obligation to make a payment due hereunder, delayed by such events, will be postponed for a period equal to the delay unless the parties agree to the contrary.

D. The warranties and remedies set forth in this Agreement herein are in lieu of all other remedies and warranties, express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose the Company will not be liable for any damages or expenses incurred by the Client in connection with any defect in the service or failure to perform said service by the Company. In no event will the Company be liable for any incidental or consequential damages including, without limitation, loss of use, loss of profits or claims of third parties.

VI. NOTICES

A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Company:

Company:	Strategic Management Solutions
Contact Name:	Jackie Spencer
Street Address:	611-G Park Meadow Rd.
City/State/Zip:	Westerville, OH 43081-2875
Telephone:	866.511.2300
Facsimile:	866.511.2400
Email:	JAS@smserate.com

2. If to Client:

Client:	Big Walnut Local School District
Contact Name:	Wayne Thompson
Address:	105 Baughman St. Suite A
City/State/Zip:	Sunbury, OH 43074
Telephone:	740.965.8960
Facsimile:	740.965.4688
Email:	waynethompson@bigwalnut.k12.oh.us

VII. CONFIDENTIALITY OF INFORMATION

A. Company shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Client.

VIII. GENERAL PROVISIONS

A. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

B. Waiver, Discharge, etc. This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of any such provisions, nor to effect either the validity of this Agreement, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

C. Captions. The captions in this Agreement are inserted as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

D. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

E. Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.

F. Controlling Law. All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Ohio.

G. Construction. When used in this Agreement, the word "including" shall mean including without limitation. Whenever the singular number is used herein and when required by context, the same shall include the plural, and the masculine, feminine, and neuter genders shall each include the others, and the word "person" shall include corporation, firm, partnership, joint venture, trust, or estate.

H. Survival. The terms, provisions, representations, and warranties contained in this Agreement shall survive the performance of consulting services. Payment for consulting services shall not be subject to any condition precedent.

I. Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the services contemplated by this Agreement.

J. Attorney's Fees. In the event that litigation is instituted between any of the parties in connection with any controversy or dispute arising from, under, or related to this Agreement, each party shall be responsible for its own attorney's fees and other costs incurred in such litigation.

K. Entire Agreement. This Agreement, including all attachments and addenda that are attached or referenced herein or incorporated by reference at a later date, sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and therein superseded by this Agreement.

L. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below and on all attached addenda, Signatory of Client ("Signatory") certifies authorization to sign on behalf of Client and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of Exhibit A and all addenda attached and incorporated herein by reference. Signatory certifies that all information provided by Client in connection with this Agreement is true and accurate. Signatory further certifies that the Agreement has been approved by formal action of Client's governing body, if required under that body's policy.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the earliest date set forth below.

CLIENT:

Printed name of Client

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

STRATEGIC MANAGEMENT SOLUTIONS:

Jackie Spencer
Printed Name of Authorized Representative

Account Manager
Title

Jackie Spencer
Signature of Authorized Representative

Date

EXHIBIT A

Strategic Management Solutions (SMS) E-Rate Consulting Services

- SMS manages the entire process, except the vendor selection process, that is required to obtain the funding approved by the Schools and Libraries Division (SLD) from Client's service providers.
- SMS provides in-depth analysis to identify all E-Rate-eligible services used by Client.
- Through its ongoing communications with Client, SMS provides guidance to Client related to the timing and structure of technologies to be acquired by Client in the future, as they relate to E-Rate funding eligibility.
- Client benefits from SMS's established relationships with:
 - USAC Schools and Libraries Division (Data Entry, Help Desk, and Program Integrity Assurance departmental contacts)
 - Legal resources with significant E-Rate Program expertise
 - Service provider E-Rate departments
- The SMS staff maintains its knowledge base of implemented FCC Rules and Regulations for the E-Rate Program and stays up-to-date on pending rule changes that impact the following areas:
 - Eligible Services List of approximately 250 items/services
 - Instructions for E-Rate forms
 - E-Rate Program rules
 - Funding Year application submission deadlines
- SMS conducts a high-level review to determine if the potential exists to improve Client's E-Rate discount level.
- SMS completes all FCC-required forms for the E-Rate Program, including, but not limited to:
 - Description of Services Requested and Certification Form 470
 - Services Ordered and Certification Form 471
 - Receipt of Service Confirmation Form 486
 - Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act Form 479
 - Billed Entity Applicant Reimbursement Form 472
 - Adjustment to Funding Commitment and Modification to Receipt of Service Confirmation Form 500
 - Service Provider Change Request, if necessary
 - Appeals process documentation, if necessary
- SMS completes the following activities to develop Client's E-Rate applications:
 - **Discovery/Review, and Data Collection Process**

The goal of this step is to bring the appropriate Client personnel together to discover all E-Rate eligible items. SMS representatives will assist Client's personnel with reviewing previous applications and funding decisions and projecting future purchases that are E-Rate eligible. At this point, the Client will need to supply the most current information to SMS in order to project the Client's discount level.

Once discovery has taken place, all appropriate information must be collected for use in preparing the application(s). This information can be as simple as monthly telephone bills or as complicated as an internal wiring bid for a building. The information collection step organizes the application process into the four distinct application strategies - Internet Access services, Telecommunications services, Basic Maintenance of Internal Connections services and Internal Connections services.

- **Application Strategies**

SMS representatives will create an application strategy for the Client based on prior years' applications and/or current information. Multiple applications may be necessary to facilitate Client funding.

- **Form 470 Process**

SMS representatives will prepare the Form 470 application(s) based on the information supplied by the Client. Prior to formally submitting the Form 470(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 470 by signing the signature page to complete the Form 470 process. The SLD will assign an Allowable Contract Date to the Client's application.

The Client is responsible for the vendor selection process. The Client will select all applicable vendors after the conclusion of the required 28-day bid process and is responsible for selecting vendors that are authorized as service providers under the Federal E-Rate Program for all approved funding categories (Internet Access, Telecommunications, Basic Maintenance of Internal Connections, and Internal Connections).

- **Form 471 Process**

The Client must allow 28 days to pass before selecting its service providers and/or signing any contracts pursuant to the posted Form 470(s). Once all agreements are finalized, SMS will prepare the Form 471(s) for any pre-existing contracts, as well as, any newly signed agreements.

At this point, the Client must provide to SMS the final poverty data in order to finalize the Client's discount level. Prior to formally submitting the Form 471(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 471 by signing the signature page to complete the Form 471 process. SMS will send the completed signature page to the SLD.

- **Form 486 Process**

Upon receiving a Form 471 Funding Decision Letter, SMS will begin the Form 486 process. Based on each Funding Request Number funding decision, SMS will prepare the Form 486 for the appropriate service providers with the appropriate CIPA certifications if necessary. Where applicable, SMS will assist the Client in the Form 479 CIPA Certification process. Prior to formally submitting the Form 486(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 486(s) by signing the signature page(s) to complete the Form 486 process. SMS will send the completed forms to the SLD. Once these forms are reviewed and certified by the SLD, the Client can receive reduced invoice(s) from the service provider if the service provider offers this option.

- **Form 479 Process**

The Form 479 may be required if the Client is receiving E-Rate funding for Internet Access, Basic Maintenance of Internal Connections, or Internal Connections. SMS will assist the Client in determining the necessity of the Form 479.

- **Form 472 Process**

The Form 472 (also known as the BEAR Form) is the final step prior to receiving the approved discounts in the form of a reimbursement check. This step provides the SLD and the selected service provider with pre-discount cost information necessary to process the approved discounts. Based on each Funding Request Number funding decision, SMS will prepare the Form 472(s) for the appropriate service providers. Prior to formally submitting the Form 472(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 472(s) by signing the signature page(s) to complete the Form 472 process. SMS will send the completed forms to the SLD. Once these forms are processed, the Client can receive a reimbursement check from a service provider.

- **Form 500 Process**

The Form 500 is required when certain adjustments are necessary for any Funding Request Numbers such as funding commitment amounts or service start/stop dates. This form notifies the SLD of these significant modifications. Prior to formally submitting the Form 500(s), Client personnel must review and approve the application(s). An authorized Client representative must sign the signature page to complete the Form 500 process. SMS will send the completed forms to the SLD.

- **E-Rate Process Review Meeting**

This meeting is used to review the filing process for the current year and plan for the following year's E-Rate filing.

Correspondence received by SMS from the SLD that is related to any of the required application forms filed on behalf of Client will be stored in Client files maintained by SMS. Copies of such correspondence will be provided to Client if SMS receives a specific request to do so from Client.