

**AGREEMENT FOR E-RATE CONSULTING SERVICES**  
**For Funding Year 2023 (7/1/2023 – 6/30/2024)**

**THIS AGREEMENT** (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between **PROSPECT HTS SCHOOL DIST 23**, 700 N SCHOENBECK RD, PROSPECT HTS, IL, 60070-1231, **BEN 135314** (the "Applicant") and **ZELLER AND ASSOCIATES, LLC**, 2827 Covert Road, Glenview, IL 60025-4606 CRN 16051885, (the "Consultant").

**RECITALS:**

- The Applicant desires to have a Consultant prepare the documentation, forms and applications regarding the Federal Communications Commission ("FCC") Schools and Libraries Program, commonly referred to as the E-Rate Program (E-Rate).
- Applicant has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate Program.
- Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Applicant and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Professional Services Provided.** The Applicant hereby agrees to engage the Consultant to provide the Applicant with the services (the "Services") consisting of:

Best practice consulting services in all matters related to Category One and Category Two applications of the Federal Communication Commission E-Rate filings with the schools and library division ("SLD"); including E-Rate Program rules, regulations, policies, procedures, guidelines and deadlines.

**Services provided by the Consultant under this agreement to include the following:**

1. Advise Applicant on E-Rate compliance including updates on rules or regulatory changes, as applicable.
2. Advise Applicant of eligible services (USAC Eligible Service List "ESL").
3. Advise and assist Applicant in the vendor selection process, sharing all vendor proposals and ensuring compliance with program rules and regulations.
4. Advise and coordinate the preparation and filling of FCC Forms: 470, 471, 486, 500; and related forms, e.g. RAL:
  - a. Notify service providers of applicant's reimbursement payment option(s): by filing vendor specific documents indicating the monthly discount option (SPI) or the applicant reimbursement option (BEAR) as necessary;
  - b. Prepare and file as required:
    1. Invoice Deadline Extension Request(s) (IDER);
    2. Service Provider Identification Number (SPIN) change requests;
    3. Service Substitution Requests.
5. Respond to requests from USAC:
  - a. Program Integrity Assurance (PIA) requests;
  - b. Selective Review Information Requests (SRIR) related to a contracted filing year (current); and/or
  - c. Payment Quality Assurance (PQA) requests.
6. Prepare and file USAC and/or FCC appeals, if necessary.
7. Track, file, and reconcile applicant invoices for current funding year.
8. Act as the applicant's main point of contact with the SLD.
9. Provide Applicant with copies of documents and correspondence that the applicant must be maintain for ten (10) years after the last date of service
10. Other services or tasks which the Parties may agree on.

### **Applicant Responsibilities**

- USAC – EPC Portal: Applicant agrees to designate Zeller and Associates, LLC, as the Applicant's "E-Rate" consultancy with "Full Rights" as defined by USAC granted to Gerry Zeller, Brian Kelly, David Gornstein, and any other consultant as requested, in consultation with the Applicant, by Zeller and Associates, LLC;
- Provide all required / requested information and data necessary for successful filing of all forms with the SLD in a timely manner;
- Take official action to review drafts and promptly sign and return all forms required for filing with a third party in a timely manner;
- Inform the Consultant at least forty-five (45) days prior to the signing of any contract that may concern E-Rate Eligible services;
- Inform the Consultant within two (2) business days of any communication the Applicant receives from the SLD of the Universal Service Administrative Company ("USAC");
- Promptly pay Consultant's fee(s) for services rendered. All payments are due and payable upon receipt of the invoice, unless other payments options have been agreed upon by the parties;
- Retain all necessary E-Rate documentation and correspondence relative to the program for at least ten (10) years from the last date of service as required by the FCC.

**Compensation.** For the services rendered by the Consultant as described by this Agreement, the Applicant will provide compensation (the "Compensation") to the Consultant as follows:

For Funding Year 2023 (July 1, 2023 to June 30, 2024): Five percent (5.0%) of the actual funding received by the applicant.

- \$750 of this fee due at the signing of this agreement. This initial fee is nonrefundable.
- 50% of the committed funding due September 1, 2023 or within 30 days of receipt of the Funding Year 2023 Funding Commitment Decision Letter.
- The balance will fall due after the last day of the Funding Year (June 30, 2024) or when the applicant receives Funding Year 2023's reimbursements.

**Additional Compensation.** The Applicant understands that the Compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services in all matters related to Category One and Category Two applications performed by the Consultant. At the written request of the Applicant, the Consultant will provide additional Professional Services, compensation as agreed to by the parties.

**Term.** The term of this Agreement ("Term") will commence with the signing of this agreement, and will remain in full force and effect until the Program has paid the applicant all approved amounts for the specified funding year or until all issues with the funding year are resolved. The Term of this Agreement may be extended by mutual written agreement of the Parties.

**Termination.** Either party may terminate this Agreement by delivering written notice at least (30) days prior to the proposed termination date.

**Conflict of Interest.** No business or personal relationship exists between any applicant employee and the consultant.

**Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

**Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Confidentiality.** Confidential information refers to any data or information relating to the Applicant, whether business or personal, which would reasonably be considered to be private or proprietary to the Applicant and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm

to the Applicant. The Consultant agrees that (s)he will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the applicant, or required by law. This obligation will survive for a period of one (1) year from the termination of this Agreement.

**Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of this Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the Applicant.

**Limitation of Liability.** The Applicant is responsible for verifying the accuracy of information submitted to the Consultant. The Consultant disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the Applicant to the Consultant. By submitting information, the Applicant understands that Consultant will submit the information to USAC, and shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of funding, data or other intangible losses, resulting from the Applicant's non-response or incomplete response and/or the Applicant's inaccurate, invalid, incorrect, or incomplete provision of information.

**Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Assignment.** The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Applicant.

In the event Zeller and Associates, LLC is unable to perform the above duties; with the consent of the Applicant, they may be assumed by David Gornstein, of E-Rate Funding Services, LLC, 718 Saint Nicholas Drive, O'Fallon, IL 62269 CRN 16082747; Home Office: 618-589-9233; Fax: 866-735-8070; Cell: 973-714-3724; Email: [dave.erfs@att.net](mailto:dave.erfs@att.net).

**Governing Law.** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

**Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. The Agreement contains all the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

**ACCEPTED** on this \_\_\_\_ day of \_\_\_\_\_ 2022.

**Print Name of Authorized Signatory:**

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

\_\_\_\_\_  
Signature:

**X**

**For Zeller and Associates, LLC:**

\_\_\_\_\_  
Gerard "Gerry" F. Zeller

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

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Signature: