

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("this Agreement") is entered into as of February 6, 2014 ("Effective Date") between Infinite Connections, Inc. ("Consultant" or "ICI"), with an office at 1647 West Erie, Ste 1, Chicago, IL 60622 and the Board of Education, Lincolnwood District Number 74. ("CLIENT"), with an office at 6950 North East Prairie Road, Lincolnwood, IL 60712.

WHEREAS, Client desires to obtain services from Consultant from time to time, and Consultant desires to provide services to Client on the terms set forth below.

THEREFORE, IN CONSIDERATION OF the mutual agreements herein, Consultant and Client agree as follows:

1. Services. Consultant will perform for Client the consulting services ("Services") and create Deliverables as described in Attachment A. If there is a conflict or ambiguity between any term of this Agreement and any term of Attachment A, the terms of Attachment A will prevail.

2. Confidential Information. During the course of Consultant performing Services for Client, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, schools, students, services, and technical knowledge, which is identified by the discloser as confidential ("Confidential Information"). The Confidential Information of the discloser may be used by the receiver only in connection with the Services and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations. Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Access to the Confidential Information shall be restricted to Consultant and Client personnel (including such personnel employed by affiliated entities) engaged in a use permitted hereby. All Confidential Information made available by either party, including copies of the Confidential Information, shall be returned or destroyed upon the first to occur of (a) completion of the Services or (b) request by the discloser, unless the receiver is otherwise allowed to retain such Confidential Information. Consultant may retain, subject to the terms of this Section, copies of Client's Confidential Information required for compliance with its recordkeeping or quality assurance requirements. Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement. If either party receives a Freedom Of Information Act (FOIA) request for records, subpoena or other validly issued administrative or judicial process demanding Confidential Information of the other party, it shall promptly notify the other of such receipt and tender to it the defense of such demand. After providing such notification, the party receiving the subpoena shall be entitled to comply with such subpoena or other process to the extent permitted by law. Services provided hereunder in no event include Consultant acting as an expert witness or otherwise providing litigation support services.

3. Warranties. Consultant warrants that its Services will be performed in a good and workmanlike manner. Consultant will re-perform any work not in compliance with this warranty brought to its attention within thirty (30) days after that work is performed. THE PRECEDING IS CONSULTANT'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS AGREEMENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. Client acknowledges that the E-rate rules, regulations, guidelines, and enforcement procedures are subject to change, and ambiguities regarding many E-rate related issues exist including, but not limited to the eligibility of products and services for E-rate funding and interpretations of program compliance. Consultant makes no guarantee that a particular service

and/or product will qualify for E-rate support or that regulations will be interpreted ultimately in a manner consistent with the Client's position. Consultant is not responsible for the outcome of the School and Libraries Division of the Universal Service Administrative Company's ("SLD/USAC" or "SLD") decision on any E-rate related matters.

4. **Indemnification.** To the extent permitted by law, Client will indemnify and hold Consultant and its personnel and agents harmless from any third party claims, demands, loss, damage or expenses (including counsel fees and court costs) arising out of Client's use of the Services or the Deliverables and arising out of the bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Client, its personnel or agents during the course of the Services under this Agreement.

5. **Limitation of Liability.** The sole liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant under this Agreement. In no event will either party be liable for consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings), even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose.

6. **Compliance of Laws.** Client will retain responsibility for its compliance with all applicable federal, state and local laws and regulations relating to the Agreement and to its use of the Services and the Deliverables. Consultant will be responsible for compliance with all federal, state and local laws and regulations relating to this Agreement and applicable to its performance of the Services or preparation of the Deliverables.

7. **Term and Termination.** The term of this Agreement commences February 6, 2014 and ends January 31, 2015, unless terminated earlier as provided herein. The parties may mutually agree to extend this Agreement in writing with pricing to be negotiated at the time of the extension. Either party may at any time and without cause terminate this Agreement for convenience by giving thirty (30) days written notice of termination to the other party. Either party may terminate this Agreement by giving thirty (30) days written notice specifically identifying the breach, unless the breach is cured within the thirty (30) day period. In the event this Agreement is terminated, CLIENT will pay Consultant for all Services rendered and expenses incurred prior to the date of termination. All provisions of this Agreement that expressly or by implication are intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

8. **Dispute Resolution.** The parties will make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the AAA Optional Procedures for Large, Complex Commercial Disputes. Any arbitration will be conducted on an individual, rather than a class-wide, basis. The arbitration will be conducted in Chicago, Illinois, unless the parties agree on another location, by three arbitrators, with each party selecting one arbitrator and the third selected by the AAA. The parties will be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. Depositions and interrogatories may be ordered by the arbitral panel upon a showing of need. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement.

9. **Independent Contractor.** Each party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between such parties for any purpose.

10. **Entire Agreement.** This Agreement (including the Attachments attached hereto) set forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements.

conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Consultant, any of its affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing. This Agreement may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart. This Agreement may not be modified or amended except by the mutual written agreement of the parties. Any purchase order issued by Client will be for its administrative purposes only and none of its terms and conditions will be of any force or effect against Consultant. Nothing in this Agreement is intended or will be construed to confer on any party (other than Client, Consultant, and the parties entitled to indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

11. Assignment/ Severability. Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Agreement. Such term or provision will be deemed modified to the extent necessary, in the court's or panel's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties will be construed and enforced in accordance with such modification.

12. Force Majeure. Neither party will be liable for any delays or failures to perform due to causes beyond that party's control.

13. Publicity. Client will not use Consultant's name outside CLIENT'S organization without Consultant's express written consent, which may be withheld by Consultant in its sole discretion.

14. Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

15. Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed duly given or made when received, either hand delivered, sent via reputable overnight carrier or mailed by registered mail, return receipt requested, to the party to whom the same is so given or made.

If to CLIENT, to:

The Board of Education, Lincolnwood District Number 74
Scott Anderson, President, Board of Education
6950 North East Prairie Road,
Lincolnwood, IL 60712

If to Consultant, to:

Infinite Connections, Inc.
Jane F. Kratochvil, President
1647 West Erie, Ste 1
Chicago, IL 60622

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Illinois, without giving effect to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

Infinite Connections, Inc.

**The Board of Education, Lincolnwood
District Number 74**

By: _____
Jane Kratochvil, President

By:  _____

Date: _____

Name: Scott L. Anderson

Title: President, Board of Education

Date: February 6, 2014

ATTACHMENT A

SCOPE OF SERVICES

Section A

SCOPE OF SERVICES FOR E-RATE FUNDING YEAR 2013

Consultant will provide the following deliverables ("Deliverables") covered under this Agreement are as follows:

1. Reconciliation of the 2013 funding including reviewing of Invoices, drafting Form 472 and providing forms to District to submit for E-Rate rebates within the 120 day deadline .
2. Prepare, assist and submit to District all required paperwork including but not limited to E-rate forms, correspondence and inquiries

Section B

SCOPE OF SERVICES FOR E-RATE FUNDING YEAR 2014

Consultant will provide the following Services to the Client during the term of this Agreement:

<p>1.1 <u>E-Rate Forms Processing and Submission.</u> Assess and work with District to complete all forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filing with the Schools and Libraries Division("SLD") for filing year 2014-2016 (YR17) and 2016-2016 (YR16).</p>

1.1.1 List of Activities

This workstream is meant to define the various aspects of E-rate forms that must be filed as part of the Client's participation in the E-rate lifecycle. This workstream includes assisting the Client in processing all forms necessary for SLD compliance and working with staff to submit any necessary paperwork that is required within the term of this Agreement, including the following forms;

1. **Form 470**
 - a. If requested, perform the required steps to submit the Form 470 on behalf of the District
2. **Form 471**
 - a. Includes lunch count tabulation and verification;
 - b. Review strategy on filing and provide templates on item 21 attachment; and.
 - c. Review, when requested, application materials including the applications themselves, Item 21 descriptions of service, eligible vs ineligible items, contracts, and make recommendations in light of the E-rate program rules.
3. **Form(s) 486, 500 and 472**
 - a. File all required product substitutions, SPIN changes and associated paperwork.

1.1.2 Client Responsibilities

1. Dedicate an individual from within the organization who will be responsible for the Client's E-rate program. This person can work in parallel with others within the organization but will be someone with decision-making ability and not be affiliated with any vendor that may be under consideration as an E-rate eligible vendor.
2. With the assistance of Consultant, file all applicable E-Rate forms and additionally Consultant will work with Client staff to provide deadlines and help confirm that E-rate forms and related inquiries are filed on-time, based on E-rate rules and regulations. The E-rate Consultant will train the District's resource so the District can continue to comply with E-rate rules and regulations.
3. Take such official action, such as review of Consultant's drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations on behalf of Client.
4. Sign, date and certify all forms filed by Consultant on Client's behalf or provide authorization to Consultant to file required forms via the Letter of Agency.
5. Dedicate individual who will provide specifications for any required solicitation for organization including work plans, scopes, list of equipment requirements.
6. ICI will review any associated paperwork at the client's request but will rely upon Client to closeout any required paperwork to seek any rebates.

1.1.3 Deliverables

1. Develop and assist Client staff with required E-rate forms as requested 470, 471, and Item 21 attachments relevant to Client's involvement with filing of E-Rate Year application, such submission to be within USAC-required timeframes, contingent upon Client providing ICI the necessary information to fill-out the forms in a timely manner.
2. Obtain and review documentation related to eligibility of products and services, such as discount percentages, "Item 21" descriptions of service, contracts, and project plans to gain an understanding of the scope of the requests for funding years as well as to identify any potential. This will include sample templates; review of contract language, written response to Client prepared Item 21 descriptions.
3. Review proper methodology for determining discount calculations for site specific and/or shared services.
4. Define research and recommend what sites will qualify for E-rate purposes.
5. Assist client with making timely responses to Program Integrity Assurance Reviews (PIA), such as preparing responses, interpreting PIA language and making recommendations for changes.

2.2: To Maximize Funding Opportunities. This workstream involves working with the Client staff to assist Client with its objective of maximizing E-rate funding opportunities and meeting with all applicable E-rate requirements.

2.2.1 List of Activities

This workstream includes:

1. **Risk Management** – helping Client mitigate the risk of conflicts with the Federal Communications Commission rules and regulations related to the E-rate program and making recommendations in light of E-rate leading practices guidelines.
2. **Funding Maximization** - Coordination with IT staff to identify a longer-term strategy that helps confirm funding maximization and application compliance and developing a multi-year funding plan.
3. **Strategic Meetings** - Conduct a series of planning session in order to discuss the operations and specific services for which Client is seeking E-Rate funding support with the internal staff in order to analyze the eligibility of services.
4. **Procurement Review** – Review and provide feedback of RFP, scopes and contract. Inform Client regarding the FCC/SLD program requirements for procurement and vendor involvement; bid documentation; multi-year contract processes; and timing of procurement-related processes.
5. **Compliance Review** – Provide an understanding of which products and services are eligible under the E-rate program such that the solicitations produced by Client would request eligible products and services. Forms 470 will be reviewed prior to posting to verify that sufficient information was provided to meet the new Form 470 requirements of the SLD.
6. **Documentation Review** – Review and recommend required documentation required for E-rate program compliance and in anticipation of any program audits for Funding Years.
7. **E-Rate Project Support** – Provide an understanding of scope of work related to E-rate products and service and work with IT Department to ensure work completed is E-rate eligible and managed within E-rate guidelines.

2.2.2 Deliverables

1. Review requests to fund E-Rate eligible service and products sought out for funding by Client and advise regarding documentation required to support the funding requests and provide advice verbally or in written form about whether the funding requests will likely be considered eligible for discounts according to the E-Rate program guidelines.
2. Review and/or recommend E-Rate language for Client contracts and, where agreed appropriate, suggest revisions in compliance with E-Rate program requirements for consideration by Client or its counsel.
3. As directed, be available onsite and off-site for meetings and/or phone conference to conduct planning sessions, review of E-Rate application-related materials and file required forms.
4. Assist Client with making timely responses to the SLD 471, evaluation of bids, 470s, reviewing responses either prepared by Client staff or by ICI.

5. Review Client prepared technology plan including modifications and provide in written format any suggested changes in light of the E-rate rules and regulations, if applicable. It is understood that Client only applied for Priority One but if Client requested input, Consultant would assist with review and input.
6. Review application-related materials before they are submitted to the SLD, make recommendations, where applicable, to assist Client with compliance with E-Rate program rules, helping to avoid misunderstandings and meet SLD and customer deadlines.
7. Provide an understanding of scope of work related to E-rate products and service and work with IT Department to ensure work completed is E-rate eligible and managed within E-rate guidelines including attending meetings, providing templates, conducting and attending service provider meetings and conducting research, timelines and reports as requested.

2.3 To improve and standardize E-Rate Application Process. Complete and submit all required information and comply with the additional requirements of E-Rate.

2.3.1 List of Activities

This workstream includes:

1. **Invoicing Review and Reimbursement Reconciliation:** Work with Client staff to reconcile all SLD payments and client school payment including filing of all required forms and review of sample of invoice in light of E-rate requirements.
2. **Additional E-Rate Requirements:** Provide a list of required documentation and provide recommendations for improvement in Client's participation in the E-rate program. Review the practices of Client to recommend those areas where adjustments should be made in light of E-rate program rules and procedures.
3. **Selective Review and Other Special Matters:** Assist with any special compliance reviews and compile information on behalf of Client for funding year 2014 and beyond.

2.3.2 Deliverables

Invoice Support

1. Provide feedback on E-rate contracts, standardized billing templates that would require vendors to comply, and development of standard supporting documentation that would provide evidence of work performed.
2. Invoicing Support to provide quality assurance for recurring services for disbursement for priority one services for all current and prior funding years. Ensure no deadlines are missed and disbursements are properly filed by client and vendor.
3. Work with Client personnel on billing practices and procedures so that Client personnel have the agreed necessary knowledge to properly review Service Provider supplied invoices in accordance with E-Rate rules and regulations.
4. Review invoices and related materials before they are submitted to the SLD and/or to the applicant and make recommendations, where applicable, to assist Client with compliance with the program rules, help avoid misunderstandings and efficiently meet SLD and customer deadlines.

5. Review outstanding invoicing and help to secure recovery of invoices that has been disbursed but not recovered.
6. Collect, advise and compile required documentation in response to audits, selective reviews and other special related matters received and requested from the USAC/SLD.

Appeal Support

1. Review findings associated with any E-Rate funding denial for Client that were determined to be ineligible, make recommendations for compliance, and evaluate the likelihood of a successful appeal based on existing program rules and prior appeal decisions. Consultant will use commercially reasonable efforts to provide a written response to each such request within the time frame mutually agreed by the parties in writing. Client acknowledges that meeting the mutually agreed timeframe is contingent upon CLIENT providing Consultant with the necessary background information and relevant documents as requested by ICI in a prompt manner.
2. In the event of an appeal by CLIENT of a negative E-Rate funding decision, make recommendations concerning appeal strategies and prepare initial appeal drafts for review by CLIENT and assist with and filing the correct actions.

Additional E-rate requirements

1. Advise CLIENT on leading practices to assist the client with effective delivery of products and/or services, including making recommendations about documentation and workflows steps and communicating timelines during scheduled meetings between ICI and Client.

2.4 Timeline Management, Deadlines and Alerts. Consultant will track the timelines required for each PRN to assist Client with its objective of meeting E-rate deadline requirements.

2.4.1 List of Activities

This workstream includes:

1. **Monitoring** – Stay abreast of program changes and implementation practices that will affect those services eligible for E-Rate discounts. Communicate changes to Client and how such changes may impact Client's services or applications.
2. **Invoice Alert Deadlines** – Alert and notification of SLD deadlines.
3. **Required Forms** – identification, validation, correlation and notification of required E-Rate forms within SLD Deadlines.
4. **Escalation of SLD Issues** – Notification and alerting (phone call or email based) of any issues requiring escalation that might impact services or funding.
5. **Key Updates of Program Rules** – Review, document, and inform Client and its identified counsel of changes and/or additions to program rules issued by the FCC and their likely impact on CLIENT applications and procurement. Research FCC Orders that will have impact on Client compliance with the program and will communicate that information to the appropriate CLIENT staff.

2.4.2 Deliverables

1. Update Client on a daily, weekly, monthly basis on issues pertinent to the Client E-Rate program. Will engage Client on critical changes in the program and will provide an analysis in email of any adverse changes.

2. Consultant will promptly notify Client by email of any significant change to FCC E-Rate regulations publicly announced by SLD. Consultant will include with each such notification guidance as to how the rule change might affect Client.
3. Advise Client of any identified issues and provide appropriate course of action remediation (e.g. invoice issues, compliance, form deadlines).
4. Based on the information, Client may request additional information or work from Consultant, such as identifying how to best mitigate any adverse effects, modifying pending funding requests and/or changing procedures, any such request being subject to the response times as mutually agreed by the parties in writing.
5. Consultant will track the status of Client's E-rate program application through the funding, and, if necessary, appeals process, and provide Client reports on the status its E-rate funding application.
6. At the request of the District, serve as the liaison between Client and the SLD and respond to all SLD inquiries pertinent to Client's applications and reimbursements.

INVOICING AND COMPENSATION

Consultant will invoice Client on a quarterly basis. Consultant will provide the Services on a fixed fee basis, which shall include the following payment schedule:

<u>Section</u>	<u>Funding Year</u>	<u>Annual Amount</u>
A	2013	\$3,000.00
B	2014	\$4,000.00
Total Contract Amount		\$7,000.00

Based on the terms set forth in this Agreement, Consultant's fees for Services as defined herein shall be total contract amount of \$7,000.00 for the one-year term of this agreement, which amount shall include any actual out of pocket expenses related solely to Consultant's performance of this Agreement, plus any applicable taxes.

If any of Client's Obligations, as defined herein and in the Assumption Section, are not performed or prove to be incorrect as described in this Agreement, it may cause changes to the fees and expenses, Deliverables, level of effort required, or otherwise impact Consultant's performance of the Services described in this Agreement.

LETTER OF AGENCY. Client certifies that the statements contained in the Letter of Agency as described in Attachment B attached and incorporated hereto are true and correct.

ASSUMPTIONS.

In addition to any other responsibilities or duties described in this Agreement, set forth below is a list of the assumptions upon which Consultant has relied in formulating the Services described in this Agreement. Client acknowledges that if Client does not perform its obligations described herein or provide Client with the requested documents and/or information to create certain Deliverables or perform Services or any of the

assumptions described below prove to be incorrect, it may impact Client's performance or ability to provide the Services described in the Statement of Work/Deliverables and in CONSULTANT will have no liability with respect to the inability to perform the Services and/or Deliverables resulting therefrom.

1. Consultant will not authorize the payment of Invoices and will not accept any responsibility for internal processing activities.
2. Consultant will not certify any E-Rate forms based on E-rate suggested guidelines.
3. Prior to commencement of this Agreement, Client will be required to sign a letter of agency.
4. Client will be responsible to write and submit an approved technology plan in the designated timeframe as outlined by E-Rate rules and regulation.
5. Client will assign a specified resource(s) to work with Consultant.
6. Decisions to be made by will be made in a timely manner.
7. Client will commit the necessary resources and management involvement to support the engagement and perform the agreed upon acceptance procedures in a timely manner.
8. Client shall be responsible for the contractual relationship with third parties and for ensuring that they cooperate with Consultant.
9. Client is solely responsible for its operation and use of the Deliverables, for its own personnel and their acts or omissions, and for the responsibility of all decisions made by it, regardless of Consultant Consultant's recommendations related to such decisions, and for ensuring that the Deliverables meet Client's requirements.
10. Client understands and agrees that Client will be responsible for determining whether the services and Deliverables provided by Consultant (a) meet Client's business requirements, (b) comply with all federal, state and local laws, ordinances, codes, regulations and policies, and (c) comply with Client's applicable internal guidelines, long-term goals and any related agreements
11. Client will be responsible for determining if and how it will implement any recommendations made by Consultant.
12. Client is responsible for obtaining its own legal counsel with respect to the specific legal and regulatory requirements, including E-rate regulatory rules, under which Client operates.