

Client Agreement No. C2-49307-2024 For Category Two E-Rate Funding

This Agreement is made and entered into by and between Strategic Management Solutions ("Company") of Westerville, Ohio and Pioneer Career & Technology Center ("Client") for Funding Years 2024, 2025, and 2026 of the Federal E-Rate Program.

I. CONSULTING SERVICES

A. 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 in order to obtain funding for any or all of the eligible items classified as Category Two funding under the Federal E-Rate Program which include the following:

- Broadband Internal Connections Components
- Managed Internal Broadband Services
- Basic Maintenance of Eligible Broadband Internal Connections Components.

B. 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. FEE AND PAYMENT

- A.** 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. Client agrees to be solely responsible to Company for the fee due to Company for consulting services provided to Client under this Agreement and understands that all payments are due to Company on or before the due date shown on billing notices received by Client.
- B.** The fee for each Funding Year covered by this Agreement for which Client authorizes Company to submit FCC Form 470 and/or FCC Form 471 on its behalf is 5.00% of the approved funding amount, **with a minimum fee of \$500.00 whether or not any funding is approved.**
- C.** Client agrees that payment will be made to Company, either in a lump sum payment, due thirty (30) days after Company receives the Funding Commitment Decision Letter for Client's funding request(s), or in monthly installments, not to exceed twelve (12) installment payments.
- D.** In the event of early termination of this Agreement, Client agrees to pay any and all unpaid fees due and payable to Company as indicated in Section III.B. of this Agreement based on a payment plan mutually agreed to by both parties to this Agreement.

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 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 goods and/or 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, is 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: Eric Spencer
 Street Address: 611-G Park Meadow Road
 City/State/Zip: Westerville, OH 43081
 Telephone: 866.511.2300
 Email Address: eas@smserate.com

2. If to Client:

Client: Pioneer Career & Technology Center
 Contact Name: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____
 Email Address: _____

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:

Pioneer Career & Technology Center
Printed Name of Client

Printed Name of Authorized Representative Title

Signature of Authorized Representative Date

STRATEGIC MANAGEMENT SOLUTIONS:

Eric Spencer
Printed Name of Authorized Representative Account Manager
Title

Eric Spencer
Signature of Authorized Representative 11/6/2023 | 4:16:24 PM EST
Date

EXHIBIT A

Strategic Management Solutions (SMS) E-Rate Consulting Services

- SMS manages the entire process, except the vendor selection process and establishing direct deposit via the Form 498, which is required to obtain the funding approved by the Schools and Libraries Division (SLD) from Client's service providers.
 - 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 published annually
 - Instructions for E-Rate forms
 - E-Rate Program rules
 - Funding Year application submission deadlines
 - SMS completes all FCC-required forms for the E-Rate Program, including, but not limited to:
 - Form 470
 - Form 471
 - 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 review process
 - SMS representatives will assist with reviewing previous applications and funding decisions and projecting future purchases that are E-Rate eligible.
 - **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 via the EPC portal. 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 funding categories. Client is responsible for retaining all bidding documentation for 10 years.**

- **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). 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 via the EPC portal.

- **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) via the EPC portal. 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 applying for E-Rate funding is classified as a Consortium by SLD. 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 transferred into your bank account. Based on each Funding Request Number, 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 form(s). An authorized Client representative must certify the Form 472(s) via the EPC portal. Client must have completed and certified the Form 498 to receive their E-Rate reimbursement payments.

The Client is responsible for completing and certifying the Form 498 to enable the distribution of reimbursement funding via direct deposit.

- **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.

Certificate Of Completion

Envelope Id: C32D46A7106E44C2B55D0EA360239CD5

Status: Sent

Subject: Complete with DocuSign: E-Rate - SMS Client Agreement Renewal - Category Two

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Eric Spencer

AutoNav: Enabled

611-G Park Meadow Road

Envelopeld Stamping: Enabled

Westerville, OH 43081

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

eas@smserate.com

IP Address: 65.60.167.137

Record Tracking

Status: Original

Holder: Eric Spencer

Location: DocuSign

11/6/2023 4:14:38 PM

eas@smserate.com

Signer Events**Signature****Timestamp**

Eric Spencer

eas@smserate.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:


A4407B338F234DC...

Sent: 11/6/2023 4:15:15 PM

Viewed: 11/6/2023 4:15:26 PM

Signed: 11/6/2023 4:16:24 PM

Signature Adoption: Pre-selected Style

Using IP Address: 65.60.167.137

Electronic Record and Signature Disclosure:

Accepted: 8/11/2023 9:28:52 AM

ID: 9678eeea-df01-48a2-bc06-b7ee19b767fe

Greg Nickoli

nickoli.greg@pioneerctc.edu

Security Level: Email, Account Authentication
(None)

Sent: 11/6/2023 4:16:26 PM

Viewed: 11/7/2023 1:24:27 PM

Electronic Record and Signature Disclosure:

Accepted: 8/23/2023 10:23:49 AM

ID: 659dedce-f13f-428f-85ce-ac0e0fe94a57

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jackie Spencer

jas@smserate.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lynne Spencer

gls@reagan.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/6/2023 4:15:15 PM
Certified Delivered	Security Checked	11/7/2023 1:24:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Strategic Management Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Strategic Management Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bps@smserate.com

To advise Strategic Management Solutions of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bps@smserate.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Strategic Management Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bps@smserate.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Strategic Management Solutions

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bps@smserate.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Strategic Management Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Strategic Management Solutions during the course of your relationship with Strategic Management Solutions.