

CONSULTING AGREEMENT

This Agreement is entered into on this 17th day of November, 2011, by and between **Plymouth Educational Center** (hereinafter "Academy"), a Public School Academy of the state of Michigan and governed by the Academy's Board of Directors, and **E-rate Consulting LLC**, A New York Limited Liability Company (hereinafter "Contractor").

RECITALS

1. The Academy desires to engage the services of Contractor; and
2. Contractor is an individual that is competent to provide services sought by the Academy.

NOW, THEREFORE, the Academy and Contractor agree that the following terms, conditions and limitations shall govern this contract:

1. **Scope of Work:** Contractor shall provide appropriate services to:
 - a. Review all E-rate related documentation, included but not limited to, Technology Plans, Forms 470, 471, 486, 472, Program Integrity Assurance such as initial requests for clarification of service requests and Selective Review such as inquiries on the application process itself, Funding Commitment Decision Letters such as funding award letters, Appeals, Recovery Letters and all E-rate related services.
 - b. Submit online in your behalf, if requested, any and all of the above cited documentation. **HOWEVER**, the Academy's representative(s) shall file a paper certification or use their **PIN** to **CERTIFY** that all of the information contained within those forms that we have compiled is a true and accurate representation of the material facts.
 - c. E-Rate Consulting LLC **does not** and **will not** represent any vendor you retain. However, E-Rate will review, the vendor history with the E-rate program, vendor contracts for compliance with E-rate regulations, contact your selected vendor to clarify the services you are receiving, if necessary, and whether services requested are eligible for funding.
 - d. Due to the known changing nature of this program, E-rate Consulting LLC **DOES NOT** warrant or represent success in the securing of the E-rate funding. E-Rate will utilize its extensive experience with the program, its understanding of its complex regulations and the input from the state coordinator of E-rate and in the securing of the funding.

- e. E-rate Consulting LLC's role is strictly on an **advisory** basis and it will render its opinion as to its understanding of the best practices related to this program; however, Academy and its representative shall have the **final decision** as to all aspects of the program.
 - f. The Academy is expected to provide timely responses to E-Rate's inquiries so that E-rate's deadlines and requests for information can be met. *The failure by the Academy to do so may cause a loss of funding.*
2. **Duration of Agreement:** This Agreement shall be effective **November 17, 2011**, and shall terminate at the completion of the **2012 E-rate cycle** as determined by the USAC (Universal Service Administrative Company). The parties shall have the right to extend the period of this agreement at any time until the termination of this agreement. Any extension of this agreement shall be in writing and shall be executed in the same manner as the execution of this agreement.
 3. **Compensation:** ERC is to be compensated at a rate of _____, of the award or recovered funds, which shall be due to E-rate Consulting LLC after a Funding Commitment Letter has been issued by the School's and Libraries Division of USAC (SLD) that the Academy has been granted the award, and the Academy has received the Services or Funds or the Technology Plan has been approved. A 1.5 % late fee per month will be assessed on all fees due after 14 days.
 4. The fees referred to in paragraph h **shall not** include the **Technology Plan** if applicable, for which a separate fee of \$ _____ is to be paid, which fee shall be paid upon the presentation by E-Rate Consulting to the Academy after the plan has been approved and **after the Academy is funded for equipment & maintenance.**
 5. **Independent Contractor:** It is understood and expressly agreed by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Contractor is not to hold itself out as an employee of the Academy. Academy shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship. It is further understood that the Contractor shall have the sole responsibility to hire, terminate and discipline Contractor's employees assigned to the Academy.
 6. **Assignment:** This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of Academy. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be void.

7. **Provisions of Law:** This Agreement is subject to and shall be governed by the laws of the State of Michigan. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the Academy's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by Academy.

8. **Notices:** Notices, correspondence, billings, payments and all other communications shall be addressed as follows:

To Academy:
Plymouth Educational Center
1460 East Forest
Detroit, MI 48207

To Contractor:
Richard Bernstein
P.O. Box 527 Woodmere
New York 11598

9. **Indemnification:** Contractor shall indemnify and hold harmless the Academy, its Board of Directors, its Directors, Plymouth Education Foundation, its Board of Directors, its Directors, Central Michigan University, its regents, officers, agents and employees from any liability or loss resulting from claims, demands, or injury, including death, that Contractor may suffer as a result of the performance of this Agreement.

Contractor shall indemnify and hold the Academy, its Board of Directors, its Directors, Plymouth Education Foundation, its Board of Directors, its Directors, Central Michigan University, its regents, officers, agents and employees, harmless from any liability, loss or damages to any party which arise from any misfeasance, malfeasance or negligence on the part of Contractor and/or any of Contractor's employees, agents or assigns.

10. **Compliance:** Contractor certifies that it will comply with all federal and state laws including without limitation, Medicare and Medicaid. Contractor agrees to immediately report to Academy if: (1) Contractor or its employees or agents violate any federal or state healthcare law, regulation or policy; (2) Contractor becomes aware of any inquiry or investigation by the government of Contractor, employees or agents; or (3) Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties herein above mentioned.

