



CONTRACT FOR SERVICES RELATING TO E-RATE

This agreement is made and entered into this 16th day of June, 2022 by and between the **Platte County R-3 School District** a school district under the laws of the State of Missouri ("District") and K12 Funds, LLC, an Arkansas Limited Liability Company ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES

- 1. Shall provide to District, completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2023 also known as Funding Year Twenty Six (26).
- 2. Communicate with District to assess technology and telecommunications needs as they relate to the upcoming application period, as well as any program rule changes.
- 3. File all required FCC forms for services District has requested including, but not limited, to Forms 470, 471, 472, 486 and 500.
- 4. Assist in preparing a Request for Proposal (RFP) for E-rate eligible services, if desired by the District.
- 5. Act as District's main point of contact and answer any questions or inquiries regarding filed applications from the SLD, USAC, or the FCC.
- 6. File any service changes or SPIN changes for the District.
- 7. Advise District on any SLD appeals.
- 8. Provide on-going E-rate support to the District, for funding year 2023 to start no earlier than the execution date of this contract and end no earlier than the end of the applicable program year (generally 12-18 months).
- 9. Prepare applicable audit documentation as required including, but not limited to, monthly bill reconciliation, copies of warrants, copies of related policies, copies of contracts, and other items as needed in the event of a Selective Review or any on-site audit conducted by USAC or the SLD.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD for funding year 26 within five days of request from Consultant. This includes NSLP information, copies of current bills, and copies of existing contracts.
2. Take such official action, such as review of Consultants 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 under this Agreement.
3. Authorizes Consultant to be listed as the contact person of FCC Forms 470, 471, 472, 486, and 500. A district appointee may also be listed as the contact person.
4. Agrees to comply with CIPA requirements for E-rate eligibility.
5. Comply with all State and Local bidding restrictions (such as public notice requirements, bond requirements, etc.)
6. District understands that all services or products to be included on FCC Form 471 must be competitively bid for a time period of no less than 28 days from the date that the FCC Form 470 is filed.
7. District understands and agrees that it is the District's sole responsibility to complete the Competitive Bid Process, evaluate bids received, and select a vendor.
8. District understands and agrees that a line-item budget entry must be made in order to show proof that the District has funds available to pay District's portion of services to selected vendor(s).
9. Agree to retain any records related to E-rate applications for a period of 10 years from the last date of service of included contracts. This includes, but is not limited to, bids received, contracts, NSLP documentation, proof of payments, and monthly bills.
10. District agrees to forward to the Consultant any request for information originating from SLD or USAC within three business days.
11. District understands that it is the sole responsibility of the District to follow and adhere to any and all relevant FCC, USAC, and/or SLD rules and regulations, as well as any applicable federal, state, or local laws.
12. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 45 days after delivery to the District of the invoice. First invoice in the amount of 50% of total fee will be due within 45 days of signing this contract. Second invoice in the amount of 50% of total fee will be due within 45 days of having a Form 471 certified.
13. Sign, date and certify all forms filed by Consultant on District's behalf.
14. District agrees to setup a Consultant account for K12 Funds, LLC (CRN: 16080167) on the district's E-rate Productivity Center (EPC) web portal.

III. MISCELLANEOUS

1. **Term.** Until all issues with Funding Year 2023 applications are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an

independent contractor and not an officer, employee, or agent of the District.

4. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
5. **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 judgment.
6. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
7. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Platte County R-3 School District
998 Platte Falls Road
Platte City, MO 64079**

K12 Funds, LLC
1032 Villa
Jonesboro, AR 72405

8. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
9. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of Arkansas.

10. **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.

11. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of 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.

Agreed to this 16th day of June, 2022

District's Authorized Signature

Printed Name

Title or Position

Name of School District



Consultant's Authorized Signature

Kris R. Williams

Printed Name

Owner & Consultant

Title or Position

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **Platte County R-3 School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to **\$3,200.00**. Invoices for services will be provided in two installments:

1. 50% at execution of this contract.
2. 50% at time of certification of Form 471.

May 31, 2022



Kris R. Williams
Owner & Consultant,
K12 Funds, LLC

K12 Funds, LLC
1032 Villa
Jonesboro, AR 72405

Appendix B

The next two pages are an Authority to Communicate – Letter of Agency Agreement that authorizes K12 Funds, LLC, to act on your behalf for E-rate matters. Please copy and paste the agreement onto your school district's letterhead and complete the signature section on the bottom of the second page.

This agreement must be signed and dated by an authorized District representative before any E-rate forms can be filed by K12 Funds, LLC, on behalf of the District.

- *Please email (1) scanned copy of signed contract to: kris@k12funds.com*



Platte County

HOME OF THE PIRATES

Tradition. Pride. Vision.

June 16, 2022

To: Kris R. Williams, K12 Funds, LLC

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

I hereby authorize K12 Funds, LLC and consultant Kris Williams to submit FCC Form 470, FCC Form 471, and other E-rate forms as needed to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) on behalf of Platte County R-3 School District for all eligible services outlined in the most current "Eligible Services List" published by USAC for FY2023 and all prior years. I understand that, in submitting these forms on our behalf, you are making certifications for Platte County R-3 School District. By signing this Letter of Agency, I make the following Certifications:

- a) I certify that schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- b) I certify that our school district has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.
- c) I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities that I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- d) I certify that I will allow a competitive bid window for all services for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals. I certify that I have reviewed and will follow all applicable FCC, federal, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the U.S.C., 18 U.S.C. § 1001.
- e) I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service is delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

- f) I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- g) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.
- h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- i) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to K12 Funds, LLC, for E-rate submission is true.

K12 Funds, LLC

Signature: *Kris R. Williams*

Print Name: Kris R. Williams

Title: Owner & Consultant

Platte County R-3 School District

Signature: _____

Print Name: _____

Title: _____

Date: ____/____/____