E-Rate Consultation Services Agreement

This Agreement is made between San Leandro Unified School District ("Client") with a principal place of business at 14735 Juniper Street, San Leandro, CA, and Henry (Rick) Del Valle aka RDV Consulting Services ("Consultant"), with a principal place of business at 7800 Crest Avenue, Oakland, CA 94605.

1. Services to be Performed
Consultant agrees to perform the services described in Exhibit A, which is attached to this Agreement. Client agrees to provide information as described in Exhibit B, which is also attached to this Agreement.

2. Payment
A. In consideration for the services to be performed by Consultant, Client agrees to pay Consultant **$10,000.00** per year for three (3) years for E-Rate activities performed in support of submission of documentation and funding of E-Rate discounts for Client. This includes E-Rate Funding Years 2014-2015, 2015-2016, and 2016-2017.
B. Activities performed in support of a Request for Proposal (RFP) for Priority Two (Bucket 2) applications, including developing technical specifications, writing the RFP, and evaluating vendor responses, shall be billed at the additional amount of $120.00 per hour. Consultant will attempt, whenever possible, to use existing RFPs and modify them as appropriate to reduce resource hours needed to create RFP specific to Client needs. These hourly charges will be waived for the term of this contract (3 years).
Consultant's total compensation shall not exceed **$10,000.00** upon completion, during each year of the three years of contract activities, without Client's written consent.

3. Terms of Payment
Consultant shall be paid $3,500.00 upon signing this Agreement and the remaining amount due when Consultant completes the services and submits an invoice. Completion of SLD Form 486, and SLD notification of acceptance, shall be considered as successful completion of Consultant services. Client shall pay Consultant within 30 days from the date of Consultant's invoice.

4. Expenses
Consultant shall be responsible for all travel and lodging expenses incurred while performing services under this Agreement, except as previously approved by Client.

5. Materials
Consultant will furnish all materials, equipment, and supplies used to provide the services required by this Agreement. Client shall provide any data related to client needs, qualifications for E-Rate services and discounts, and other related materials as needed by Consultant, in a timely manner to ensure compliance with FCC and SLD guidelines and critical activity dates.

6. Intellectual Property Ownership
Consultant assigns to Client all patent, copyright, and trade secret rights in anything created or developed by Consultant for Client under this Agreement. This assignment is conditioned upon full payment of the compensation due Consultant under this Agreement.
Consultant shall help prepare any documents Client considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to Client. However, Client shall reimburse Consultant for reasonable out-of-pocket expenses.

7. Consultant's Reusable Materials
Consultant owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement ("Consultant's Materials"). Consultant's Materials include, but are not limited to, those items that may be identified in Exhibit C, if attached to and made part of this Agreement. Consultant may, at its option, include Consultant's Materials in the work performed under this Agreement. Consultant retains all right, title and interest, including all copyrights, patent rights and trade secret rights in Consultant's Materials. Consultant grants Client a royalty-free nonexclusive license to use any of Consultant's Materials incorporated into the work performed by Consultant under this Agreement. The license shall have a perpetual term and may not be transferred by Client.

8. Term of Agreement
This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Consultant completes the services required by this Agreement

  or

- the date a party terminates the Agreement as provided below.

9. Terminating the Agreement
With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of cause for termination. Reasonable cause includes:

- a material violation of this Agreement, or
- nonpayment of Consultant's compensation after 20 days written demand for payment.

Consultant shall be entitled to full payment for services performed prior to the effective date of termination.

10. Independent Contractor Status
Consultant is an independent contractor, not Client's employee. Consultant's employees or subcontractors are not Client's employees. Consultant and Client agree to the following rights consistent with an independent contractor relationship.
Consultant has the right to perform similar services for others during the term of this Agreement.
Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

Consultant has the right to hire assistants as subcontractors or to use employees at Consultant's own cost to provide the services required by this Agreement.
Client shall not require Consultant or Consultant's employees or subcontractors to devote full time to performing the services required by this Agreement.
Neither Consultant nor Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

11. Local, State, and Federal Taxes
Consultant shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

The charges included here do not include taxes. If Consultant is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

12. Exclusive Agreement
This is the entire Agreement between Consultant and Client.

13. Modifying the Agreement
Client and Consultant recognize that:

- Consultant's original cost and time estimates may be too low due to unforeseen events or to factors unknown to Consultant when this Agreement was made
- Client may desire a mid-project change in Consultant's services that would add time and cost to the project and possibly inconvenience Consultant, or
- other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement.

14. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.

15. Limited Liability
This provision allocates the risks under this Agreement between Consultant and Client. Consultant's pricing reflects the allocation of risk and limitation of liability specified below.
Consultant's total liability to Client under this Agreement for damages, costs, and expenses shall not exceed the compensation received by Consultant under this Agreement. However, Consultant shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Consultant or Consultant's employees or agents while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

16. Notices
All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

17. No Partnership
This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

18. Applicable Law
This Agreement will be governed by the laws of the state of California.

19. Assignment and Delegation
Either Consultant or Client may assign its rights or may delegate its duties under this Agreement.

Signatures
Client: San Leandro Unified School District
By: _____
Signature

Typed or Printed Name: _____

Title: _____

Date: _____

Consultant: RDV Consulting Services

By: _____
Signature

Typed or Printed Name: Henry Del Valle

Title: Owner

Taxpayer ID Number: 20-3871858

Date: _____

Exhibit A
Attachment to Agreement for E-Rate Consultation Services
For San Leandro Unified School District

Services to be provided by Consultant:

1. Collect data from Client and apply for E-Rate funding for Funding Years 2014-2015, 2015-2016, and 2016-2017
2. File SLD Form 470(s) on behalf of client by December 31 of each year (2013-2015)
    a. Include specifications for voice, data, and networking requirements.
    b. Assist Client personnel in evaluating vendor responses.
    c. Work with Client to negotiate contracts with vendors to ensure compliance with E-Rate guidelines.
    d. Collect and save data to comply with SLD guidelines for audit purposes.
3. Collect data on Free and Reduced Lunch Program Eligibility of students within Client organization
4. File SLD Form 471 and related items by February-March XX, of each year (2014-2016) (**dates pending School's & Library Division notification)**
    a. Collect data from vendors as appropriate.
    b. Determine discounts and funding amounts to be requested from E-Rate funds.
    c. Ensure that Form 471 is accepted and approved by SLD.
    d. Respond to any PIA audits from SLD in a timely manner, and ensure that responses are accurate and accepted by SLD.
5. File SLD Form 486 within 120 day window as defined by SLD
    a. Ensure filing done within 120 days after Funding Commitment Decision Letter (FCDL) received by Client.
6. Ensure that vendor documentation (i.e. Grids and/or Signature Pages) are filled

out and returned in a timely manner so as not to lose any funding as approved by SLD.

7. Ensure that SLD Forms, such as BEAR Forms (Form 472), are filled out and submitted to vendors for E-Rate reimbursements to Client.
8. Once all the above has been completed, work with Client to determine that the project has been completed and that final payment will be made to Consultant within 30 days of the agreed-to completion date.

Exhibit B

Attachment to Agreement for E-Rate Consultation Services
For San Leandro Unified School District

In support of Consultant, Client will agree to the following:

1. Provide Consultant with data on Free and Reduced Lunch Program Eligibility of students within Client organization, in a timely manner, as soon as possible after the October report is provided to the State of California, for years 2013-2015.
2. Provide Consultant with copies of vendor Long Distance bills and/or cell phone bills in a timely manner for Form 471 Expense estimation, and for processing of discounts (Form 472-BEAR).
3. Respond to Consultant requests for information relevant to USAC/SLD PIA audits
   and/or Selective Review Audits, within a 7 day timeframe, when possible.
4. Client will maintain an E-Rate binder every year, per USAC guidelines, for audit purposes, and Consultant will provide originals or copies of documents as needed for the binder.
5. Client will provide a Purchase Order and any other required documents, so that Consultant can bill for services in a timely manner.