Letter of Agency for E-rate Funding Year 2009

This Letter of Agency authorizes AdTec Administrative and Technical Consulting Inc. to represent Monroe County Community School Corporation in the filing of FCC E-rate forms for all E-Rate eligible Telecommunications Services, Internet Access, Internal Connections and/or Basic Maintenance of Internal Connections for Funding Year 2009 and in other responses to requests for information to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the above named school district.

I understand that, in submitting these forms on our behalf, AdTec Administrative and Technical Consulting Inc. is making certifications for the above named 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. 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 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.

(c) I certify that our school district is covered by a technology plan that is written, that covers all 12 months of the funding year, and that has been or will be approved by the Indiana Department of Education prior to the commencement of service. The plan is written at the following level:

___ an individual technology plan for using the services requested in this application; and/or

___X__ higher-level technology plan for use the services requested in this application; or

___ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

(d) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

(e) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
(f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

(g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries 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 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. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

(j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission’s rules at 47 C.F.R. § 54.506 (c).

(k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

(l) 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 AdTec Administrative and Technical Consulting, Inc. for E-rate submission is true.

Entity Name **Monroe County Community School Corporation**

Signature

Date **November 23, 2009**

Name ____________________________

E-rate Contact ____________________________

Title ____________________________
AGREEMENT FOR SERVICES – FY2009

This agreement made this ___23rd___ day of ___November___, 2009, between AdTec Administrative & Technical Consulting, Inc. ("Contractor"), and ___Monroe County Community School Corporation of Bloomington, Indiana ("School").

1. SERVICE PURCHASED. For value received and other consideration, the Contractor agrees with the School to provide the School the following service in accordance with the terms and conditions of this Agreement:

Description
This agreement grants Contractor with authority to collect data required to file FCC Forms 470, 471, 486, and 472 (BEAR) to obtain Universal Service discounts on all E-Rate eligible Telecommunications Services, Internet Access, Internal Connections and/or Basic Maintenance of Internal Connections, as defined in the Telecommunications Act of 1996 (as amended), and to file said form(s) with the Schools and Libraries Division (SLD) in a timely manner for Funding Year 2009 (FY2009). Said forms will set forth the telecommunications services, Internet access, internal connections and/ or basic maintenance of internal connections projects the School wishes to pursue in FY2009 of the Universal Service funding cycle (July 1, 2009 to June 30, 2010). This agreement further grants Contractor with authority to represent the School with the SLD by responding to all inquiries concerning forms filed. Contractor shall endeavor to keep School informed of the known progress of the filings. Contractor shall know and understand School's technology plan, and how filing should occur to insure that filing maximizes School's discounts as plan is implemented. School will inform Contractor of the services it wishes to secure in the filing period via e-mail, FAX, US Mail, or by other agreed means.

School shall provide via e-mail, FAX, US Mail, or by other agreed means, information and other data required to complete the filings in order to recover any funds that the School is entitled to receive. This shall include, but not be limited to, copies of previous USF filings; names of telecommunications providers, billing account numbers, telephone numbers associated with the services, copies of appropriate bills, and copies of pertinent contracts. In addition, School shall sign and return, in a timely manner, forms to be filed, and communicate with the Contractor any contemplated changes or additions in service. School shall provide to Contractor a copy of any correspondence received from the SLD. At the conclusion of the funding year and in the event School has not provided evidence of bills paid after 60 days, Contractor will file BEAR forms to recover discounts based on any limited information Contractor has in the School's records.

Relative to the Form 470, the School shall keep a log of vendor responses to the 470 and any data provided to the inquiring vendor. School shall keep a record of any data related to the vendor selection including how selection was made. Materials from unsuccessful vendors shall also be retained for audit purposes. Any such materials received by Contractor shall be forwarded to the School.

Relative to filing of Form 471, for any service to be purchased which is applicable to e-rate discounts, School shall provide the name of the vendor selected to provide that service, as well as the projected cost of such service and an address or telephone number for that
service provider. School shall declare these items on or before January 5, 2009 if 28 days has elapsed after Contractor has filed FCC Form 470.

2. PRODUCT STANDARDS. Contractor shall collect the required data, complete, and file the necessary forms to provide the greatest possible success (timely filing to coincide with the USF “window”) for the School. Contractor shall further utilize its best efforts to know and understand any amendments to the filing process, and to advise the School of any new or additional possible discounts on services.

3. TITLE. All forms, filings, support documents, etc., shall be held by the Contractor in order to manage the process, but will remain the property of the School. Contractor shall deliver said materials to the School if and when required by the School, but no later than after three years or the close out of all activities of the funding cycle. Material shall be retained for five (5) years for audit purposes.

4. PAYMENT. Contractor shall file, at School’s option, for Priority One or Priority One and Two services on behalf of School. Payment shall be made by School to Contractor upon receipt of Contractor’s invoice. An invoice shall be issued following the filing of the 486, and 472 (BEAR) forms.

The Fee Schedule for Priority One Services is included on Page 4 of the Agreement. For schools desiring the filing of Priority Two Services an Addendum to the Agreement is required and there is additional cost. (Contact your AdTec representative for the Priority Two Addendum and Fee Structure.)

5. DELIVERY. Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by the SLD for FY2009. The forms 486 and 472 (BEAR) or requests for discounted bills for FY2009 will be filed upon receipt of the funding commitment decision letter (FCDL) from the SLD and satisfactory installation of all systems and services, but not prior to July 1, 2009.

(Exception: Under existing regulations, the FCC Form 486 may be filed early under certain circumstances.)

6. WARRANTIES. Contractor warrants to School that the filing will conform to the requirements of filing by the SLD.

7. TERMINATION. It is agreed that in case of a material breach (violation) by either party of any of the provisions contained in this Contract, the other party shall have the right to terminate this Contract at its option. Contractor shall be paid for any partial filing made on behalf of School. The Contract is for a specified period to file for USF discounts in FY2009. Contractor and School may wish to extend this contract into the next funding cycle, but such extension will be noted in writing, with the extension under the same or amended terms as agreed to by the parties.
8. **FORCE MAJEURE.** If performance of this Contract, or any obligation under this Contract, is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

9. **CONFIDENTIALITY.** Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. To the extent permitted by law, both parties agree to treat all such information and the terms of this Contract as confidential, and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Information will be released to the SLD for filing purposes, and on specified occasion, certain necessary information will be released to qualified vendors in order to obtain the services the School is seeking where a form 470 is filed. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

10. **ASSIGNMENT.** It is agreed by the parties that there will be no assignment or transfer of this Contract, nor any interest in this Contract.

11. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

12. **AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

13. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. **LIABILITY.** In the event of an error or omission on the part of the Contractor, the Contractor shall immediately work to remedy the error or omission. In the event said error or omission cannot be corrected to the satisfaction of the School, and the Contractor is found to be liable for the error or omission, the limit of any determined liability shall not exceed the fee set out in this agreement and/or paid by the School.
16. APPLICABLE LAW. The laws of the State of Indiana shall govern this Contract.

The parties have executed this Contract at Bloomington, Indiana on the day and year above written.

Monroe County Community School Corporation
School/School District

By: ________________________________

__________________________________
Print Name

__________________________________
Title

Contractor:
AdTec Administrative & Technical Consulting, Inc.

By: ________________ Charlie Hobbs, President ________________
Date 11/29/2009

Contract Fee Agreement for Priority One Services

Year 2009(12) Schedule of Fees

Priority One Services Fee $ 2,260.00

Priority One services will be invoiced for $2260 after the filing of the Form(s) 486 & 472 (BEAR) - or at the end of the funding cycle.

AdTec Remittance address:
AdTec Inc.
PO Box 314
Centerville, IN 47330
866-855-1845

Other AdTec offices
La Porte, Indiana 219-363-6034
Sarasota, FL 800-313-0169
Westfield, Indiana 888-313-0169
Letter of Agency for E-rate Funding Year 2010

This Letter of Agency authorizes AdTec Administrative and Technical Consulting Inc. to represent Monroe County Community School Corporation in the filing of FCC E-rate forms for all E-Rate eligible Telecommunications Services, Internet Access, Internal Connections and/or Basic Maintenance of Internal Connections for Funding Year 2010 and in other responses to requests for information to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the above named school district.

I understand that, in submitting these forms on our behalf, AdTec Administrative and Technical Consulting Inc. is making certifications for the above named 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. 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 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.

(c) I certify that our school district is covered by a technology plan that is written, that covers all 12 months of the funding year, and that has been or will be approved by the Indiana Department of Education prior to the commencement of service. The plan is written at the following level:

_____ an individual technology plan for using the services requested in this application; and/or

_____ higher-level technology plan for use the services requested in this application; or

_____ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

(d) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

(e) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
(f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

(g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries 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 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. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

(j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission’s rules at 47 C.F.R. § 54.506 (c).

(k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

(l) 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 AdTec Administrative and Technical Consulting, Inc. for E-rate submission is true.

Entity Name: Monroe County Community School Corporation

Signature

Date: November 23, 2009

Name

E-rate Contact

Title
AGREEMENT FOR SERVICES – FY2010

This agreement made this 23rd day of November, 2009, between AdTec Administrative & Technical Consulting, Inc. ("Contractor"), and Monroe County Community School Corporation of Bloomington, Indiana ("School").

1. SERVICE PURCHASED. For value received and other consideration, the Contractor agrees with the School to provide the School the following service in accordance with the terms and conditions of this Agreement:

Description
This agreement grants Contractor with authority to collect data required to file FCC Forms 470, 471, 486, and 472 (BEAR) to obtain Universal Service discounts on all E-Rate eligible Telecommunications Services, Internet Access, Internal Connections and/or Basic Maintenance of Internal Connections, as defined in the Telecommunications Act of 1996 (as amended), and to file said form(s) with the Schools and Libraries Division (SLD) in a timely manner for Funding Year 2010 (FY2010). Said forms will set forth the telecommunications services, Internet access, internal connections and/or basic maintenance of internal connections projects the School wishes to pursue in FY2010 of the Universal Service funding cycle (July 1, 2010 to June 30, 2011). This agreement further grants Contractor with authority to represent the School with the SLD by responding to all inquiries concerning forms filed. Contractor shall endeavor to keep School informed of the known progress of the filings. Contractor shall know and understand School's technology plan, and how filing should occur to insure that filing maximizes School's discounts as plan is implemented. School will inform Contractor of the services it wishes to secure in the filing period via e-mail, FAX, US Mail, or by other agreed means.

School shall provide via e-mail, FAX, US Mail, or by other agreed means, information and other data required to complete the filings in order to recover any funds that the School is entitled to receive. This shall include, but not be limited to, copies of previous USF filings; names of telecommunications providers, billing account numbers, telephone numbers associated with the services, copies of appropriate bills, and copies of pertinent contracts. In addition, School shall sign and return, in a timely manner, forms to be filed, and communicate with the Contractor any contemplated changes or additions in service. School shall provide to Contractor a copy of any correspondence received from the SLD. At the conclusion of the funding year and in the event School has not provided evidence of bills paid after 60 days, Contractor will file BEAR forms to recover discounts based on any limited information Contractor has in the School's records.

Relative to the Form 470, the School shall keep a log of vendor responses to the 470 and any data provided to the inquiring vendor. School shall keep a record of any data related to the vendor selection including how selection was made. Materials from unsuccessful vendors shall also be retained for audit purposes. Any such materials received by Contractor shall be forwarded to the School.

Relative to filing of Form 471, for any service to be purchased which is applicable to e-rate discounts, School shall provide the name of the vendor selected to provide that service, as well as the projected cost of such service and an address or telephone number for that
service provider. School shall declare these items on or before January 5, 2010 if 28 days has elapsed after Contractor has filed FCC Form 470.

2. PRODUCT STANDARDS. Contractor shall collect the required data, complete, and file the necessary forms to provide the greatest possible success (timely filing to coincide with the USF “window”) for the School. Contractor shall further utilize its best efforts to know and understand any amendments to the filing process, and to advise the School of any new or additional possible discounts on services.

3. TITLE. All forms, filings, support documents, etc., shall be held by the Contractor in order to manage the process, but will remain the property of the School. Contractor shall deliver said materials to the School if and when required by the School, but no later than after three years or the close out of all activities of the funding cycle. Material shall be retained for five (5) years for audit purposes.

4. PAYMENT. Contractor shall file, at School's option, for Priority One or Priority One and Two services on behalf of School. Payment shall be made by School to Contractor upon receipt of Contractor's invoice. An invoice shall be issued following the filing of the 470, following the filing of the 471, and a final invoice after the filing of the 486, and 472 (BEAR) forms.

The Fee Schedule for Priority One Services is included on Page 4 of the Agreement. For schools desiring the filing of Priority Two Services an Addendum to the Agreement is required and there is additional cost. (Contact your AdTec representative for the Priority Two Addendum and Fee Structure.)

5. DELIVERY. Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by the SLD for FY2010. The forms 486 and 472 (BEAR) or requests for discounted bills for FY2010 will be filed upon receipt of the funding commitment decision letter (FCDL) from the SLD and satisfactory installation of all systems and services, but not prior to July 1, 2010.

(Exception: Under existing regulations, the FCC Form 486 may be filed early under certain circumstances.)

6. WARRANTIES. Contractor warrants to School that the filing will conform to the requirements of filing by the SLD.

7. TERMINATION. It is agreed that in case of a material breach (violation) by either party of any of the provisions contained in this Contract, the other party shall have the right to terminate this Contract at its option. Contractor shall be paid for any partial filing made on behalf of School. The Contract is for a specified period to file for USF discounts in FY2010. Contractor and School may wish to extend this contract into the next funding cycle, but such extension will be noted in writing, with the extension under the same or amended terms as agreed to by the parties.
8. FORCE MAJEURE. If performance of this Contract, or any obligation under this Contract, is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

9. CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. To the extent permitted by law, both parties agree to treat all such information and the terms of this Contract as confidential, and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Information will be released to the SLD for filing purposes, and on specified occasion, certain necessary information will be released to qualified vendors in order to obtain the services the School is seeking where a form 470 is filed. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

10. ASSIGNMENT. It is agreed by the parties that there will be no assignment or transfer of this Contract, nor any interest in this Contract.

11. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. LIABILITY. In the event of an error or omission on the part of the Contractor, the Contractor shall immediately work to remedy the error or omission. In the event said error or omission cannot be corrected to the satisfaction of the School, and the Contractor is found to be liable for the error or omission, the limit of any determined liability shall not exceed the fee set out in this agreement and/or paid by the School.
16. APPLICABLE LAW. The laws of the State of Indiana shall govern this Contract.

The parties have executed this Contract at Bloomington, Indiana on the day and year above written.

Monroe County Community School Corporation
School/School District

By: ________________________________

_______________________________
Print Name

_______________________________
Title Date

Contractor:
AdTec Administrative & Technical Consulting, Inc.

By: ________________________________ Charlie Hobbs, President

11/24/2009 Date

Contract Fee Agreement for Priority One Services

Year 2010(13) Schedule of Fees

Priority One Services Fees $6,660.00

Priority One services will be invoiced for Phase 1 at $2,260 after the filing of the Form(s) 470, Phase 2 at $2,200 after the filing of the Form(s) 471, and for Phase 3 at $2,200 after the filing of the Form(s) 486 & 472 (BEAR) - or at the end of the funding cycle. Postage will be billed with Phase One services.

AdTec Remittance address:
AdTec Inc.
PO Box 314
Centerville, IN 47330
866-855-1845

Other AdTec offices
La Porte, Indiana 219-363-6034
Sarasota, FL 800-313-0169
Westfield, Indiana 888-313-0169
Priority Two Addendum

Year 2010(13) Schedule of Fees for Priority Two Services

Priority Two Services (*Optional*)

1 site $1,260.00

*Priority Two services, if elected, will be invoiced in accordance with the schedule below. Phase 3 will not be billed for any site not funded. For Priority Two Services, complete the Contract Fee Agreement Addendum for Priority Two Services on page 2.*

<table>
<thead>
<tr>
<th>Phase 1 470</th>
<th>Phase 2 471</th>
<th>Phase 3 486 &amp; 472</th>
</tr>
</thead>
<tbody>
<tr>
<td>$460.00</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

FY2010 Contract Fee Agreement Addendum
for Priority Two Services
Complete, sign and return this page ONLY if applying for Priority Two Services which include Internal Connections and Basic Maintenance of Internal Connections.

**Priority Two (optional)**

*If electing to add this option, list names of sites where Priority Two Applications are to be filed.*

1. **Fairview Elementary School**
   - $1,260.00

**Total Priority Two fees**

Total: $1,260.00

**Monroe County Community School Corporation**

*School Name*

__________________________

*School Signature*

__________________________

*Date*

**Please fax this signed page to 765-855-1615**

AdTec Remittance address:
AdTec Inc.
PO Box 314
Centerville, IN 47330
866-855-1845

Other AdTec offices
La Porte, Indiana 800-434-6110
Sarasota, FL 800-313-0169
Westfield, Indiana 1-888-313-0169