



Consulting Service Agreement (Terms & Conditions)

1. Parties to the Agreement

This agreement shall be between the Educational Consortium for Telecommunications Savings (Hereafter referred to as ECTS) and the school/district or library so indicated by name under (8) Signatures (Hereafter referred to as the Member).

2. Terms of the Agreement

The duration of this agreement shall be for the funding year 2021-2022 and includes application for discounts under the Emergency Connect Fund (ECF) authorized by the FCC for this current year. After the funding year this agreement will continue to remain in effect should the FCC choose to renew the program annually after the initial term. Any fees due ECTS will continue to be paid after the expiration of this period as stated below in Item 4.

3. Services Performed

ECTS will seek 100% reimbursement savings on Internet services and/or connection equipment funded through the FCC's ECF program. Below is an outline of the different phases of the project for which we will guide you:

- A. Advise you on their potential ECF funding.
- B. Gather information needed to prepare necessary applications and documentation.
- C. Complete, file, and follow-up with the FCC Form 471 funding application.
- D. Respond to information needs of Schools and Libraries Division (SLD).
- E. Handle the funding appeal process if needed.
- F. Make sure that the proper 100% discount is reflected in Members' subsequent bills and then file forms to obtain reimbursement as needed.

4. Terms of Payment

The total fee for service shall be a flat fee based on the amount of funding received by the school or library as indicated in this table:

#	Funding range received	Flat fee
1	Up to \$100,000	\$1,000
2	\$100,001 to \$499,000	\$2,000
3	Over \$500,000	\$3,000

The above fee for service shall be paid to ECTS 30 days after funding is approved by SLD, or based on actual funding received if prearranged with ECTS. If the Member receives no ECF funds, there will be no ECTS fee.

5. Responsibility of the Member

The school or library will be required to determine the need for eligible equipment or services as authorized by the FCC in the FCC rules. This shall include:

1. Surveying the student (schools) or patron (library) for specific needs under program rules
2. Since no competitive bidding is required, soliciting service provider bids/contracts and providing ECTS with the information needed to file an FCC Form 471 for funding
3. Tracking users of eligible equipment and services plus their expenses for the funding year and keeping records for 10 years from the end of the funding year
4. Insuring CIPA compliance as needed

6. Responsibility of ECTS

ECTS will act in a reasonable manner to consolidate, submit, and follow-up the Member's ECF application to insure full reimbursement. It is understood that ECTS cannot be held responsible for any actions of the Member, or for the handling and disposition of the application by the Schools and Libraries Division, for any reason.

7. Signatures

The signatures below represent acceptance of the above agreement.

School/District Name: _____

Authorized: _____ Date: _____

Title: _____

(____) Our next scheduled Board meeting will be on _____ (date).
As superintendent, or other authorized representative, I will recommend that our school/district participate in a service consulting agreement with ECTS. Please initiate the process for our participation. I do understand that if the board does not act affirmatively on the date indicated, our school/district will not be obligated and our relation with ECTS will be terminated upon prompt notification to ECTS.

This section will be signed by an officer of ECTS (a copy will be returned)

ECTS _____
(signed) (date)