



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 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 school year 2016-2017 and includes application for discounts under the SREK Amendment to the Telecommunications Act of 1996, commonly called the E-Rate, for that school year. After the school year this agreement will continue to remain in effect until terminated by either party giving thirty days written notice. 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 discounts and savings on telecommunication and internet services and on internal connections through the E-rate and other means. Below is an outline of the different phases of the project:

- A. Advise Members on their potential E-rate funding.
- B. Gather information needed to prepare necessary applications and documentation.
- C. Complete, file, and follow-up all federal E-rate applications.
- D. Advise on RFP's and the bid review process and make E-rate recommendations to Members.
- E. Respond to information needs of Schools and Libraries Division (SLD).
- F. Handle the funding appeal process if needed.
- G. Make sure that the proper discounts are reflected in Members' subsequent bills and file forms to obtain reimbursement as needed.

4. Terms of Payment

The total fee for service shall be 15 percent of the Member's total savings for the school year 2016-2017. Total savings will include E-rate discounts awarded and any non-E-rate savings and discounts identified by ECTS and accepted by the Member.

The above fee for service shall be paid to ECTS 30 days after funding is approved by SLD. If the Member receives no E-Rate funds, then the fee as stated above will apply only to non-E-Rate savings and discounts, if any.

5. Responsibility of the Member

The Member will provide to ECTS in a timely manner copies of documents, billings, and other relevant materials as requested needed for ECTS: to clarify the Member’s current and long term telecommunication, internet and internal connection needs; to prepare E-Rate documents; and to document total savings. Further, the Member will cooperate in a timely manner in providing access to key people who are capable of clarifying and explaining the Member’s needs, services, and objectives and in providing a current letter of authorization for ECTS to work with and receive information from the E-rate Program Administrator (SLD) and the service providers.

6. Responsibility of ECTS

ECTS will act in a reasonable manner to consolidate, submit, and follow-up the Member’s E-Rate application. 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. Retainer

Upon signing this agreement, the Member will submit a non-refundable retainer (as listed below) in the amount of \$ ____ (retainer fee waived) ____. The retainer will be applied to the total fee for service, as outlined in paragraph 4.

- \$2,000 all members with a student population greater than 1,000
- \$1,500 all members with a student population between 500 and 1,000
- \$ 750 all members with less than 500 students

8. Signatures

The signatures below represent acceptance of the above agreement.

School/District Name: _____

Authorized: _____ Date: _____

Title: _____

(____) Attached is our Retainer Fee check for \$ ____ n/a ____
This will allow us to begin processing immediately.
(Please make the check payable to ECTS)

(____) 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)