



**NORTH SLOPE BOROUGH SCHOOL
DISTRICT MEMORANDUM**

TO: Nancy Rock, President
Members of the School Board

THROUGH: David Vadiveloo, Chief School Administrator

FROM: Dennis Niedermeyer, Interim Director of Finance

DATE: July 30, 2022

SUBJECT: Contracts over \$10,000- SERRC **Memo No:** SB23 010
(Action Item)

2020-2025 STRATEGIC PLAN SUMMARY

4.0 FINANCIAL & OPERATIONAL STEWARDSHIP: Effectively employ our operational and financial resources to support our strategic goals and long-term stability of the district.

4.2 FINANCIAL STEWARSHIP/MANAGEMENT: Ensure financial management based on what is best for our students.

4.5 TECHNOLOGY: Leverage technology as a tool to facilitate learning, communication and collaboration.

Issue Summary:

In accordance with applicable Board policy, BP 3312, contracts and MOA's \$10,000 or greater require Board approval.

Background:

The Schools and Libraries Program, commonly known as "E-rate," provides discounts to assist schools and libraries obtain affordable internet access.

SERRC Alaska Educational Resources center has provided services to the School District for many years surrounding the overall E-Rate management and submission of required state and federal applications for the annual E-Rate and Broadband Assistance Grant applications. The FY23 school year projected funding is approximately \$5.1 million. SERRC service is essential in securing this funding.

Length of Contract:

The length of contract commences on the date of execution of the agreement and ends as of June 30, 2023.

Funding Source and Purchase/Contract Amount:

The identified funding source is derived from the following Professional and Technical Account Code: 100.200.355.000.410. Contract Amount is \$26,500

Available Budget:

Provisions have been made for this contract in the FY23 Budget

Budget Line Transfer:

Not required

Grant Funds:

There are no grant funds associated with the funding of identified contracts.

Compliance with BP 3311:

This is a sole source contract. As noted above, the School District has utilized SERRC for a number of years with their assistance in the E-Rate and Broadband Grant Applications. SERRC also provided guidance and assistance with the RFP process for securing necessary internet services. SERRC is the sole remaining Regional Resource Center established by the State of Alaska to provide services to school districts. As such, it would be in the best interest of the School District to continue its working relationship with SERRC and waive such requirements set out in BP 3311 as they do not apply.

Proposed Motion:

"I move that the NSBSD Board of Education approve the above \$10,000 and greater proposals and related contract with SERRC, in an amount of \$26,500 as described in this memo and related attachments."

Moved by _____ Seconded by_

_____ Vote _____



SERRC

Alaska's Educational Resource Center
(907) 586-6806 | www.serrc.org

Mr. David Vadiveloo, Chief School Administrator
North Slope Borough Schools
P.O. Box 169
Utqiagvik, AK 99723

Dear Mr. Vadiveloo,

Enclosed you will find a copy of Services Contract ERATE 23-36-001 in the amount of \$26,520.00 for ERATE Management services during FY23.

If acceptable, please sign and return the document electronically. You may choose to utilize an electronic signature or print, sign and scan the contract. We require the signed contract be returned before services are provided.

Thank you for choosing SERRC - Alaska's Educational Resource Center. We will do everything to ensure that you receive the best services available.

Kind regards,

A handwritten signature in black ink, appearing to read "J. Staley". The signature is fluid and cursive, with a large loop at the end of the last name.

Julie Staley
Executive Director



SERRC

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SERRC SERVICES CONTRACT FY23

Contract Number: ERATE 23-36-001
 District/Client: North Slope Borough Schools
 Preparation Date: April 19, 2022
 Amended Date:

TERMS:

No less than 50% of agreed amount shall be due by September 30, 2022; 25% due by December 31, 2022; 25% due by March 31, 2023.

SERVICES: ERATE Management

E-Rate management- Overall E-Rate management and submission of required state and federal forms.

(See attached sheet for details)

100 Personnel Services	\$0.00
Office/Travel	\$0.00
200 Travel & Lodging	\$0.00
Per Diem	\$0.00
300 Contractual Services	\$26,520.00
400 Supplies/Testing Materials	
500 Equipment	
Total:	\$26,520.00

DocuSigned by:

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SERRC Officer

Date

Client Officer

Date



SERRC

Alaska's Educational Resource Center
(907) 586-6806 | www.serrc.org

STANDARD PROVISIONS

- 1.) SERRC shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority, or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.
- 2.) Each party shall perform any services under this agreement as an independent contractor. Each party shall be responsible exclusively with respect to its respective employees. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal income tax deductions, workers' compensation coverage, and retirement system contributions, as applicable.
- 3.) Each party shall be responsible, to the extent required by law, only for the act, omissions, and/or negligence of its own officers, employees, or agents. Each party shall indemnify and hold harmless the other party, its officers, employees, and agents only from and against any and all claims, damages, and expenses resulting from the sole negligence of that party. Otherwise, each party is responsible for its own percentage of fault. Each party should maintain its own Commercial General Liability insurance policy to cover services incorporated herein.
- 4.) Except as otherwise expressly provided in this agreement, SERRC disclaims any and all promises, representation and warranties, express or implied, with respect to the Supported Systems, corrections and the services provided hereunder, including promises, representations and warranties as to condition, the existence of any latent or patent defects, merchantability or fitness for any particular purpose, non-infringement, or any implied warranty of information content or system integration. Without limiting the generality of the foregoing disclaimer, SERRC does not warrant that its advice, systems configuration, or programming on behalf of the Customer will be error free.
- 5.) For a period on 1 (one) month following delivery of the hereunder listed Service, SERRC shall have an obligation to correct demonstrated errors in the operation of the Supported Systems which may appear as a result of incorrect provision of Service.
- 6.) SERRC shall not have any obligation to correct errors in the operation of the Supported Systems if the programming code, configuration, or wiring has been modified by Customer or by any other party.
- 7.) SERRC disclaims all liability whatsoever to Customer or any other party for any act or omission that may result in consequential, indirect, incidental, special, or such other damages including but not limited to, any loss of performance, functionality, or data resulting from equipment, software, malware, configuration, or overall systems component interaction.
- 8.) This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms or provisions of this agreement shall bind the parties unless in writing and signed by SERRC and DISTRICT. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.



SERRC

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Deliverable Timeline (Adjustable)

Description	Timeline
(From prior E-Rate FY) Form 472 Vendor Documentation/Invoice	Autumn
Maintain accuracy of District's (USAC) required EPC portal to include FCC registration, NCES, compliance with negotiated contract upload and connectivity data, student counts	Ongoing
Create and/or write RFPs/Technical Specifications narrative for release of Form 470	Autumn / Winter
Form 470 Preparation/Filing/Certification	Autumn / Winter
Work with potential providers to gain proposals for service requests	Autumn / Winter
Develop/Implement evaluations/matrix for potential contracts	Autumn / Winter
Bid Opening, vendor selection: Review/Compliance per USAC Regulations/ Evaluations/Bid Matrix	After 28 Day Window Closes Autumn / Winter
Form 471 Preparation/Filing/Certification	After USAC Filing Window Opens Winter
Research and respond to all PIA and High-Level Reviews (Selective Review, PQA, Provider Audit)	Upon Review Requests from USAC – Ongoing
Form 500 and RAL Preparation/Filing/Certification (If required)	TBD
Form 486 Preparation/Filing/Certification	After FCDL Issued
(Qualified School Sites) School BAG application, preparation, certification delivery of all required documentation (executed contract, originating Form 470, Form 471), management to meet the DEED deadlines and coordination between the district and the ISP. Includes preparing End of Year report and application preparation and submission	(TBD) Upon release of grant application
Continuation and Document Management & Retentions	Ongoing
Assist District with filing Emergency Connectivity Funds (ECF) applications – Respond to PIA Reviews	TBD

Revised 04/2019