

Erate Form Services Agreement (2018-2019)

This agreement is between:

Machelle McKay DBA Collect-Ed LLC, a proprietorship, located at PO Box 333, Mustang, OK, 73064,
Hereinafter – “**CE**” And..

JEFFERSON INDEP SCH DISTRICT, located at 1600 Martin Luther King Drive, Jefferson, TX 75657
Hereinafter – “**JEFFERSON ISD**”

By our signatures below, “**CE**” and “**JEFFERSON ISD**” agree to the following terms and conditions:

“CE” responsibility includes:

- “**CE**” will use it’s best efforts to prepare the appropriate paperwork and forms on behalf of the client, commonly referred to as Form 470, 471, 486, and 500 (including SPIN Change requests, Service Substitution requests) in obtaining E-Rate funds from the Universal Service Administrative Company “USAC”, for the fiscal year 2018-2019.
- “**CE**” has no control over the USAC any changes in rules and regulations or evaluation process, it is agreed and understood that “**CE**” can not guarantee approval from the USAC.
- “**CE**” will notify the school (or entity) of any changes in rules and regulations of the E-Rate program.
- “**CE**” is not responsible for any E-Rate bids or contracts to other vendors. “**CE**” does not recommend vendors; however, is able to publicly advertise any request for proposals (RFP). “**CE**” is able to submit a list of active eligible “E-Rate Service Providers” (vendors).
- “**CE**” is able to assist in preparing a Request for Proposal (RFP) for E-Rate eligible services, upon request of the school (entity). – Extra charges may apply.
- “**CE**” will notify each entity of upcoming deadlines set forth by the USAC and submit all forms necessary to the applicant for approval and signature before any deadline.
- “**CE**” is able to answer questions on behalf of the entity from USAC representative (s).
- “**CE**” will answer any questions or concerns of the entity as requested.
- “**CE**” provides a value added services to its customers by continuous E-Rate services: such as reporting to all entities upcoming deadlines, monthly review of “**CE**” services provided to each entity as well as a “End of Funding Year report” which provides a reconciliation by Funding Request Number (FRN).

“JEFFERSON ISD” responsibility includes:

- “**JEFFERSON ISD**” agrees to comply with all the rules and regulations set forth by the USAC. Including, but not limited to the 28-day bidding process, compliance and truthfulness of each FCC Form (470, 471, 486, and 500), allocation of “E-Rate” funds and deadlines set forth by the USAC.
- “**JEFFERSON ISD**” agrees to the bidding process set forth by the USAC:
 - Provide a list of services or products to be included in the bid process for which they are seeking “E-Rate” funds (to include telecom, internet and / or internal connections)
 - Any and all state or local bidding restrictions and/or regulations before the Form 470. These regulations may include bonding requirements, public advertising for RFPs, etc.
 - The bidding process set forth by the USAC is 28-days from the date the Form 470 is posted. This time frame allows potential vendors to review the list of services and provide equal opportunity to respond to the RFP for the services in which they provide. **All qualified service providers chosen must have SPIN number to participate in E-Rate process.**
 - Any formal RFP that is written from the school (or consultant) must be written before the Form 470 is posted. If a supplemental RFP is written by consultant, additional charges may apply. The formal RFP process provides more specific information to vendors of particular products or services that the school is seeking. The RFP will be publicly advertised for any qualified vendor to view and respond.
 - “**JEFFERSON ISD**” is responsible for all E-Rate bids or contracts to service providers.
- “**JEFFERSON ISD**” agrees to provide any information required to obtain “E-Rate” funds, such as, approved Technology plan, copies of invoices, budget / lunch count information, USAC certifications, etc. within the time allowed by either “**CE**” or the USAC.

- **"JEFFERSON ISD"** agrees to review and approve ALL E-Rate forms before submitting them to the USAC. The named legal representative of the school (or organization), such as the superintendent, will be required to sign and date each FCC form.
- **"JEFFERSON ISD"** agrees to communicate any information from the USAC to **"CE"** within 3-5 working days; however, **"CE"** will be listed as the contact on each of the FCC Forms.
- **"JEFFERSON ISD"** agrees to retain any and all "E-Rate records for a minimum of TEN (10) years from the last date of service. This is a E-Rate requirement set forth by the USAC. (a list of type of records will be provided to the school from **"CE"**)
- **"JEFFERSON ISD"** agrees to sole responsibility to follow all rules and regulations set forth by the USAC and the FCC (Federal Communications Commission).

Terms of payment:

- It is agreed to and understood by both parties that no monies will be paid by **"CE"** for any reason, and that **"CE"** does not guarantee or bear responsibility in anyway, for the approval, payment and receipt of these funds.
- Any restitution for liability will not exceed the paid amount of this contract.
- School (or entity) –if required for payment, to issue Purchase Order to secure funds to pay for services to be rendered.
- Upon receipt of services rendered, an invoice will be submitted to school district for payment. All invoices submitted will require payment within 30days. (1/3 due after each application – 470, 471 and 486. if necessary, Form 472 &/or 500)
- This contract may be cancelled before ANY services are rendered with a 30 day written notice. Otherwise, if cancelled during contract term, **"JEFFERSON ISD"** agrees to cancellation charges equal to the BALANCE OF CONTRACT AMOUNT considering all services were rendered as promised (within the contract funding year) and payment is due within 15 business days.
- Fees are due for services provided by **"CE"** unless otherwise agreed to in a separate agreement.

Basic E-Rate Consulting Services	<u>CAT1 (Telecom & Internet)</u>	<u>CAT2 (Basic Maint & Internal Connections)</u>
ESTIMATED CONTRACT: <i>See pricing schedule attached</i>	\$3,000.00	If used: <i>See pricing schedule attached</i>
ESTIMATED USAC DISCOUNT % INFORMATION		
CAT1 – VOICE SERVICES (phased down by 2018)	10 %	—
CAT1 – INTERNET & TRANSMISSION SERVICES (TELECOM)	90 %	—
CAT2 – INTERNAL CONNECTIONS & BASIC MAINT. OR MANAGED SERVICES	—	85 %
PRE-DISCOUNT AMOUNT FILED IN PREVIOUS FUNDING YEAR (2017-2018)	\$ 57,212.60	\$ 0
OPTIONAL SERVICES: (Additional charges may apply) - See pricing schedule attached		
Contract management - for ongoing (upgrades or changes) CAT1 Telecom & Internet Access services (email, webhosting) separate & apart from E-Rate eligible services	\$ 100.00 / per contract	\$ 100.00 / per contract

Authorized Signature

Name of Authorized Official (Printed or Typed)

Title of Authorized Official

Date

Machelle McKay

Collect – Ed, LLC Rep Signature

Machelle L. McKay

Consultant

5/18/2017

School Board Approved Date: _____ (If necessary)
Issued Purchase Order # _____

FUNDING YEAR CONTRACT Contract expires: June 30, 2019

Pricing Model is CONFIDENTIAL and not to be shared with other E-Rate Consultants or competitors

CAT 1 - TELECOM, VOICE AND INTERNET ACCESS

CAT 1 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k+
Basic E-rate Consulting - Minimum annual contract charges (470, 471, 486, 500)	\$ 350.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
CONTRACTED AS ANNUAL TERM - Divided by 3 as services rendered (details per service charge);								Maximum
Annual Contract \$7,000 (CAT1 Basic E-rate Consulting forms)								
FORM 470 (based on previous year funding)	\$ 100.00	\$ 300.00	\$ 500.00	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
FORM 471- MINIMUM \$150	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	\$ 2,500.00
FORM 486 - MINIMUM \$100.	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	\$ 2,000.00
FORM 472 - additional charges will apply per services rendered								
FORM 472; per request (based on actual collection)- MINIMUM \$150./YEAR	3.50%	3.50%	3.50%	3.50%	3.50%	2.50%	1.75%	1.50%

**CAT 2 - INTERNAL CONNECTIONS, BASIC MAINTENANCE & MANAGED INTERNAL BROADBAND SERVICES
(ONLY IF FILING FOR CAT 2)**

CAT 2 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k+
FORM 471- MINIMUM \$250.	2.50%	2.00%	1.50%	1.50%	1.00%	0.50%	0.25%	0.25%
IF FUNDING APPROVED FORM 486 - MINIMUM \$250.	2.50%	2.00%	1.50%	1.50%	1.00%	0.50%	0.25%	0.25%
FORM 472 - additional charges will apply per services rendered								
FORM 472; per request (based on actual collection)- MINIMUM \$150./YEAR	1.50%	1.50%	1.00%	1.00%	0.50%	0.50%	0.30%	0.30%

ADDITIONAL CHARGES

additional FORMS 470, 471, 486 (request per form)	\$ 100.00	
APPEALS - USAC or FCC	\$ 300.00	
SPIN CHANGE (per customer or service provider order) each request	\$ 50.00	
Service Substitutions - (per customer or service provider order) each request.	\$ 100.00	
ADDITIONAL HOURLY RATE (for miscellaneous projects, contract management as needed) - minimum 1 hour	\$ 50.00	<i>* Contract management - for ongoing Telecom & Internet Access services (email, webhosting) separate & apart from E-Rate eligible services</i>
HOURLY RATE - ONSITE SERVICES (only if required or requested) - plus travel time and expenses	\$ 50.00	

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CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT

FUNDING YEAR: 2018-2019

THIS CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT dated this _____ day of _____ of 2017.

BETWEEN:

COLLECT-ED LLC
PO Box 333 Mustang, OK 73064
Machelle McKay
(the "Consultant")
OF THE FIRST PART

-AND-

JEFFERSON INDEP SCH DISTRICT
1600 Martin Luther King Drive
Jefferson, TX 75657
(Collectively and individually the "Client") OF THE SECOND PART

Below I have listed the details of the "Confidentially and Non-Disclosure" agreement:

- i. All Documentation and Business Processes and Practices transferred between "Client" and "Consultant" are to be used exclusively for the completion of the E-Rate Grant Program for all working funding years (current and previous).
- ii. Service Providers, Universal Service Administration Company (USAC) and the Federal Communications Commission (FCC) are the only third parties that may request documentation copies to complete the E-Rate process.
- iii. Documentation, Business Processes and Practices provided by COLLECT-ED may not be sold or reused without written permission by the rightful owner.



Machelle McKay, Consultant

COLLECT-ED LLC

May 19, 2017

Authorized Signature

Printed Name

Title

Date

May 18, 2017

To whom it may concern:

E-Rate Consultant, Machelie L. McKay DBA Collect – Ed, LLC is assisting **JEFFERSON INDEP SCH DISTRICT (BEN# 140691)** in the processing and collection of our E-rate Program for funding year 2018-2019.

Please use this letter as your authorization to provide the necessary information as requested by Collect - Ed LLC concerning this effort. For example, but not limited to:

- E-Rate application information (470, 471, 486 and 472); via USAC EPC portal
- Service Provider account information access including on-line billing access;
- Service Provider E-Rate Form signatures (472, Block 4)
- Authorized Signature may be used on electronic forms.
- Etc. (any other information necessary for Billing and/or E-Rate purposes).

I, certify that our school district respects and complies with any and all the rules and regulations of the Universal Service Administrative Company (USAC). Including all form certifications, as stated on such forms: 470; 471; 486; 472.

Thank you for your assistance.

Authorized Signature

Printed Name

Title

Date