

**CONTRACT NAME: AGREEMENT BETWEEN ADVANCED TECHNOLOGY GROUP (ATG) AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides consulting, guidance and services for 2018-2019 E-Rate form completion and submissions for DJUSD. As necessary, ATG will provide RFP documents for district review and approval.

**FISCAL IMPACT:** The cost of these services is included in the 2018-2019 approved budget.

## **CONTRACT FOR SERVICES E-rate Funding**

THIS AGREEMENT is made and entered into this 29th day of June, 2018, in the County of Yolo & Yuba, State of California, by Advanced Technology Group ( ATG) and **Davis Joint Unified School District** hereinafter called the "District".

WITNESSETH:

WHEREAS, the District is pursuing E-Rate discounts to help fund the Technology Project(s)

WHEREAS, the District has determined that it has a need to enter into this Agreement with ATG for the E-rate application services described herein;

NOW THEREFORE, it is mutually agreed by the parties hereto, as follows:

**Article 1: Contract with Davis Joint Unified School District:** The District hereby contracts with ATG to perform the necessary E-rate application services as hereinafter set forth.

**Article 2. ATG Services:**

ATG hereby agrees to perform the following E-rate application services set forth to the satisfaction of the District and described in Attachment A:

**Article 3. ATG's Fee:** The District shall pay ATG for the performance of E-rate application services for the following, but not limited to: Form 470, and Form 471, and SLD follow-up questions and form 486. The total sum for all services in this agreement is \$8,800 per application year. Billing will take in May/June of each application year.

**Article 4. Time of performance:** The services called for under this agreement shall be provided by ATG during the period commencing on the date of the contract and ending upon completion of the project. The work covered by this contract will start in July of 2018 for the 2018/19 application year. This agreement is for \$8,800 per year, payable by May/June of each application year.

**Article 5. Employee Benefits, Hold Harmless:** ATG is a corporation, therefore employee Benefits are not an element of this agreement. ATG agrees to indemnify and to hold free and harmless the District, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

**Article 6. Worker's Compensation Insurance:** ATG is a corporation; therefore there is no need to provide or hold the District accountable for any items in the area of workers compensation insurance.

**Article 7. Confidentiality and Use of Information:** ATG shall hold in trust for the District, and shall not disclose to any person, any confidential information. The District shall keep confidential information which is related to ATG's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. ATG shall advise District of any and all material used, or recommended for use by ATG to achieve the project goals, that are subject to any copyright restrictions or requirements.

**Article 8. Administrator of Agreement:** This Agreement shall be administered on behalf of the District. Any notice desired or required to be sent to a party hereunder shall be addressed to:

For ATG: Attn: Russ Selken, 1731 Capri Drive, Yuba City, CA 95993

For Davis Joint Unified School District: Attn: Marcia Bernard

**Article 9. Ownership of Work-Product:** All products of work performed pursuant to this Agreement will be the sole property of the District except ATG's proprietary information/products.

**Article 10. Information provided to SLD, other parties, procurement:** The District is solely responsible for the application information provided to the SLD, any suits or legal action by the SLD or other parties as a result of this application process is the responsibility of the District. Examples of this, but not limited to, may be related to fraudulent information provided to the SLD during the application process. It is the District responsibility to ensure District, SLD, and State procurement and bidding processes are followed.

**Article 11. Term:** 1. Term. The initial term ("Term") of this agreement shall be one (1) year commencing as of July, 2018, or upon execution (whichever is later), through June 30, 2019. Thereafter, the Term of this Agreement can be renewed for one year or more Term(s) if agreed by both parties. This renewal should be by May/June of each year to help ensure application continuity and to help ensure all funds are received from USAC.

**Article 12. Status of ATG:** It is agreed that District is interested only in the results obtained from service hereunder and that ATG shall perform as an independent contract with sole control of the manner and means of performing the services required under this Agreement. ATG shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of ATG and which shall not be subject to control or supervision by the District except as to the results of the work. ATG is, for all purposes arising out of this Agreement, an independent contractor and ATG shall not be deemed an employee of the District for any purpose. It is expressly understood and agreed that ATG shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

E-rate Application Services Contract

**Article 13. Arbitration Fees:** If suit is brought by either party to this Agreement to enforce any of its terms, the resolution of these items will be done by arbitration, and the district will bear any arbitration fees. ATG's financial and other liability will be limited to the compensation given to it by the District. ATG will not be personal liable for any other compensation to the District.

**Article 14. Alternations or Variance.** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

**Article 15. A.B. 1610:** If ATG personnel are in contact with students on a more than limited or occasional basis as determined by the District, ATG agrees to provide the District with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked and that none of these employees have been convicted of a serious or violent felony. This contract may, at the District's discretion, be immediately terminated in the event ATG fails to comply with this law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

**ATG**

**ATG Representative:** Russell Selken

**Signature:** \_\_\_\_\_  


Date: May 29, 2018

**Davis Joint Unified School District:**

**District Representative:** Bruce Colby

**Signature:** \_\_\_\_\_

Date: May 29<sup>th</sup>, 2018

**Davis JUSD**  
**Attachment "A"**  
**E-rate Application Scope of Work Definition**

The following describes the deliverables and the responsibilities for ATG and the District:

1. ATG will:

- o Complete FCC form 470s (District representative will need to sign)
- o Complete FCC form 471s (District representative will need to sign)
- o Respond to all PIA questions related to the posted Form 471
- o Coordinate with District in setting deadlines within the allowable timeframe of the program
- o Coordinate with District to advise on any back-up materials needed for the preparation and completion of the Form 471
- o Maintain back-up documentation to support requested funds on Form 471
- o Advise on structure of filing form 470s, 471s to ensure program compliance
- o Advise District regarding eligible services
- o Work with district to minimize their time involvement as much as possible for the form 470 and form 471 processes
- o Completely explain and educate District representative (s) the application process when requested
- o Advise District on documentation for E-rate processes
- o Complete form 486 and ensure receipt of funds
- o Advise District on any areas noticed by ATG that District needs to make adjustments in order to maintain compliance with E-rate program.
- o Provide RFP (s) as needed for district review and approval

2. The District will:

- o Appoint a person responsible for interaction with ATG
- o Provide inventory required by FCC application to facilitate ATG completion of forms on Districts behalf
- o Provided NSLP or Free and/or Reduced Price Meal counts by school
- o Provide request information in electronic form
- o Provide school technology use plans, Cyberbullying education plan and internet filtering mechanism as needed by USAC
- o Assist with troubleshooting problems on submitted Form 470/471 applications
- o Assist and Review RFP for posting to ensure they meet District guidelines and requirements
- o Maintain inventory information per SLD requirements (10 year term) after receipt of services
- o Select vendors that have provided quotes for 471
- o Review all contract dates, and be responsible for them as submitted to the SLD 471 applications.