



Kentucky Educational Development Corporation (KEDC)

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NELSON COUNTY 2008-2009 COOPERATIVE MEMBERSHIP AGREEMENT

BOARD MEMBERSHIP

\$5000.00

- **Networking and professional development opportunities** for superintendents and other school personnel;
- **Advice and limited legal services** from the KEDC Board Attorney;
- **Instructional Support services**;
- **Kentucky Purchasing Cooperatives (KPC) membership** including access to **collective bidding, purchasing, and technology services**;
Administrative Fees from 1% to 10% may be charged to vendors (or the school district for special purchases or special requests);
- **Salary surveys and ranking reports**;
- **Minority recruitment advertising**;
- **MUNIS support** on-site and/or by telephone.

TECHNOLOGY RETAINER PROGRAM (Optional)

\$ _____

Deduct Administrative Fees received (40% up to total of Board Membership) -

\$5000.00

**To ensure you are receiving KPC Bid pricing, please reference "KPC Bid" on all purchase orders!*

TOTAL COOPERATIVE MEMBERSHIP FEES: (Please total)

\$ 0.00

For KEDC budgeting purposes please return this form by June 15, 2008.

Your 2008-2009 invoice will be issued based on this form.

You must notify KEDC in writing by June 15, 2008 to withdraw from KEDC membership.

Fees calculated based on your 2007 ADA of 4343.7

The Universal Service Fund Letter of Agency on the reverse of this form facilitates USF Reimbursement for Districts utilizing USF eligible Consortium Bids and is incorporated in this agreement. Your signature below authorizes KEDC to submit USF form 470 on your behalf and at your request and certifies compliance with the USF regulations contained in the Letter of Agency by the Schools.

To assist KEDC and KPC's ongoing efforts to improve the Collective Bidding/Purchasing and Technology Services, NELSON COUNTY Schools agrees to provide KEDC as requested with annual and periodic Vendor Lists comprised of information such as vendor name, total amount purchased, items purchased, quantities, and purchase prices. District agrees to notify KEDC of any new construction or renovation to allow KEDC to advise of services available. District agrees to notify KEDC when it is soliciting its own bids. If the district utilizes the KEDC insurance bidding service, the district agrees not to accept quotes from non-bidding vendors after insurance bids have been opened.

I hereby certify that the NELSON COUNTY Board of Education has agreed to participate in the KEDC programs and services with the terms as indicated above; has approved the KEDC Interlocal Cooperation Agreement; and that a certified copy of the agreement has been filed with our county court clerk.

Signature: _____ Printed Name: _____ Date: _____
Board Chairperson Board Chairperson

Board Order # _____ Purchase Order # _____
(Please supply) (PO# is Optional)

KEDC Consortium Membership Form
Universal Service Fund (E-Rate) Letter of Agency for Funding Years 2008 – 2012

This is to confirm our participation in the Kentucky Educational Development Corporation (KEDC) E-rate Consortium for the procurement of all Eligible E-Rate Services per the Schools and Libraries Eligible Services List for Funding Year 2008 dated October 19, 2007 and subsequent Eligible Services Lists. I hereby authorize KEDC to submit FCC Form 470 to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the school district named on the reverse side of this form.

I understand that, in submitting these forms on our behalf, you are making certifications for the school district named on the reverse side of this form. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that all schools in our district are under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that all schools in our district have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our schools are covered by a technology plan(s) that is/are written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service. The plan(s) is written at the following level(s):
 X an individual technology plan for using the services requested in this application and/or
 X higher-level technology plan(s) for using the services requested in this application
- (d) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).
- (e) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to KEDC for E-rate submission is true.