



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Dr. Janet Vinson, Acting Superintendent
DATE: December 10, 2024

AGENDA ITEM: 4K

Consider and Vote to Approve Kellogg & Sovereign Fee Schedule for Cybersecurity Pilot Program Participation through ERate (Three-Year Funding Support)

BOARD ACTION REQUESTED:

Vote to Approve Kellogg & Sovereign Fee Schedule for Cybersecurity Pilot Program Participation through ERate (Three-Year Funding Support)

BACKGROUND INFORMATION:

For the 2025-2026 funding year, USAC is introducing a new cybersecurity pilot program under ERate, providing a \$200 million fund aimed at supporting cybersecurity enhancements in schools. Stillwater Public Schools is eligible to apply for approximately \$86,000 from this program. This funding, if awarded, would be directed toward replacing our existing endpoint protection solution, CarbonBlack EDR, due to rising costs associated with renewing it.

This pilot program covers 80% of eligible expenses, with the remaining 20% funded through the district's Tech Bond (092), which has already accounted for these costs given our current commitment to CarbonBlack. SPS intends to use Kellogg & Sovereign, our current ERate filing service provider, to manage the application process for this pilot program. Their fee structure includes a \$950 filing fee plus 5% of any awarded funds, which will also be covered by Tech Bond (092) and should be offset by the anticipated savings from the subsidized replacement of CarbonBlack EDR.



Agreement to Provide Professional Consulting Services for the Cybersecurity Pilot Program Applications

Kellogg & Sovereign® Consulting (“K&S”) proposes to provide the following professional consulting services to assist **Stillwater Public Schools, Stillwater, OK** (“Applicant”) with the FCC’s Cybersecurity Pilot Program Applications as follows:

	Services	Amount	Billing date
✓	<p>Preparation and submission of application for the FCC's Cybersecurity Pilot Program, September 2024 through March 2025 (Year 1)*</p> <p>K&S will work with the District/Library to gather the necessary documentation including invoices and/or needs assessment to prepare and submit FCC Forms 484, 470, 471, 472, 500 (if and when applicable) for eligible equipment and/or services for related to the Cybersecurity Pilot Program. After the applications are submitted, K&S will track status and notify the District/Library of the funding decision. K&S will also file any forms necessary to request disbursement of funds to the Applicant.</p>	<p>\$950 (base filing fee)</p>	<p>October 2024</p>
		<p>5% of commitment amount less base filing fee. – year 1 of the Cybersecurity Pilot Program.</p>	<p>Upon funding for year 1.</p>

**For Years 2 and 3 of the Pilot Program, a separate fee schedule should be signed if the Applicant decides to continue in the Pilot Program.*

Payment terms are net 30 days, unless otherwise noted. Kellogg & Sovereign may charge interest on amounts which are overdue for more than 30 days, with interest to be calculated up to 12% or as applicable by law. If bills are not paid on a timely basis, Kellogg & Sovereign has the right to cease work and communicate it to the applicant. If collection efforts are required, Kellogg & Sovereign Consulting shall be entitled to recover all costs and fees, including reasonable attorneys’ and collection agencies’ fees and other charges, incurred in connection with such collection efforts. **Payments should be remitted to Sigma Technology Fund LLC dba Kellogg & Sovereign Consulting, P.O. Box 222113, Dallas, TX 75222-2113.**

Fees for additional Form 470 filings. After K&S has filed the Form 470 and RFP for the Applicant for FY2025, the applicant may choose to request additional services or make cardinal changes to the services requested. K&S fees are as follows:

- (a) Additional Form 470 requested more than 45 days prior to close of the filing window: \$850
- (b) Additional Form 470 requested less than 45 days prior to close of the filing window: \$1,700

Credit card processing fees. If this is the Client’s selected payment method, any credit card processing fees will be added to the next invoice.

Out of pocket expenses. In addition to the E-Rate fees defined in this fee schedule, Client shall reimburse K&S for any all reasonable and necessary out-of-pocket costs and expenses (including without limitation legal consultations, postage and other delivery costs and similar expenses) incurred by K&S. Client must be formally informed in advance and must agree in writing with the expenses or costs before it is incurred.

Documentation. K&S will provide applicable documentation on the applicant's Kellogg & Sovereign E-Rate SharePoint folder for online access. Applicants also have access to their documentation on the USAC E-Rate Productivity Center (EPC).

Remittances. Payments should be remitted to Sigma Technology Fund, LLC dba Kellogg & Sovereign Consulting P.O. Box 222113 Dallas, Texas 75222-2113

If fees or expenses are not paid within 90 days, K&S may elect to terminate the contractual agreement in whole or in part as detailed in the MSA.

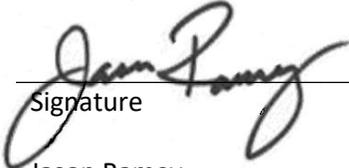
Should K&S encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Stillwater Public Schools
314 S Lewis
Stillwater, OK 74074

FOR:
Kellogg & Sovereign Consulting
3010 LBJ Freeway, Suite 1200, No. 450
Dallas, TX 75234

Signature



Signature

Printed Name

Jason Ramey

Printed Name

Title

CEO

Title

Date

September 30, 2024

Date

LETTER OF AGENCY

FCC CYBERSECURITY PILOT PROGRAM

APPLICANT: Stillwater Public Schools (BEN 140110)

Authorization Term: Date of signing through June 30, 2028

Cybersecurity Pilot Program – 3 years (2025-26, 2026-27, and 2027-28)

Applicant hereby authorizes Kellogg & Sovereign® Consulting, Consultant Registration Number 16024809, or its designated agents or employees (“K&S”) to act on our behalf during the term of this authorization.

Although not exclusive, K&S is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission (“FCC”) Forms 484, 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”)
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with the Cybersecurity Pilot Program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.

By signing this Letter of Agency, I make the following certifications § 54.1710 (a) (1) and (2) of FCC 21-58¹:

- (a) (1) The FCC Form 471 shall be signed by the person authorized to order eligible services for the eligible school, library, or consortium and shall include that person's certification under penalty of perjury that:
- (i) “I am authorized to submit this application on behalf of the above-named applicant and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this application has been examined and is true, accurate and complete. I acknowledge that any false statement on this application or on other documents submitted by this applicant 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) or can lead to liability under the False Claims Act (31 U.S.C. 3729 – 3733).”
 - (ii) “In addition to the foregoing, this applicant is in compliance with the rules and orders governing the Emergency Connectivity Fund Program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of funding, cancellation of funding commitments, and/or recoupment of past disbursements. I acknowledge that failure to comply with the rules and orders governing the Emergency Connectivity Fund Program could result in civil or criminal prosecution by law enforcement authorities.”
 - (iii) “By signing this application, I certify that the information contained in this application is true, complete, and accurate, and the projected expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, sections 1001, 286-287 and 1341 and Title 31, sections 3729–3730 and 3801–3812).”
 - (iv) The school meets the statutory definition of “elementary school” or “secondary school” as defined in § 54.1700, does not operate as for-profit businesses, and does not have endowments exceeding \$50 million.
 - (v) The library or library consortia is eligible for assistance from a State library administrative agency under the Library Services and Technology Act, does not operate Federal Communications Commission FCC 21-58 77 as for-profit businesses, and their budgets are completely separate from any school (including, but not limited to, elementary and secondary schools, colleges, and universities).

¹ Federal Communications Commission Report and Order, FCC 21-58, *Establishing Emergency Connectivity Fund to Close the Homework Gap*, <https://docs.fcc.gov/public/attachments/FCC-21-58A1.pdf>, May 11, 2021, pp 76-77, 84.

- (vi) The school, library, or consortia listed on the FCC Form 471 application has complied with all applicable state, local, or Tribal local laws regarding procurement of services for which support is being sought.
- (vii) The school or school consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to students and school staff who would otherwise lack connected devices and/or broadband services sufficient to engage in remote learning.
- (viii) The library or library consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to library patrons who have signed and returned a statement that the library patron would otherwise lack access to equipment or services sufficient to meet the patron’s educational needs if not for the use of the equipment or service being provided by the library.
- (ix) The school, library, or consortia is not seeking Emergency Connectivity Fund support or reimbursement for eligible equipment or services that have been purchased and reimbursed in full with other Federal pandemic-relief funding, targeted state funding, other external sources of targeted funding or targeted gifts, or eligible for discounts from the schools and libraries universal service support mechanism or other universal service support mechanism.
- (x) The applicant or the relevant student, school staff member, or library patron has received, or the applicant has ordered or will order, the equipment and services for which funding is sought.
- (xi) The equipment and services the school, library, or consortium purchases or will purchase using Emergency Connectivity Fund support will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as allowed by § 54.1713.
- (xii) The school, library, or consortium will create and maintain an equipment and service inventory as required by § 54.1715.
- (xiii) The school, library, or consortium has complied with all program rules and acknowledge that failure to do so may result in denial of discount funding and/or recovery of funding.
- (xiv) The applicant recognizes that it may be audited pursuant to its application, that it will retain for ten years any and all records related to its application, and that, if audited, it shall produce shall records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the Commission and its Office of Inspector General, or any local, state, or Federal agency with jurisdiction over the entity.
- (xv) No kickbacks, as defined in 41 U.S.C. 8701 and/or 42 U.S.C. 1320a-7b, were paid or received by the applicant to anyone in connection with the Emergency Connectivity Fund. Federal Communications Commission FCC 21-58 78

Applicant Name: **Stillwater Public Schools (BEN 140110)** _____

Mailing Address, City, ST, Zip: _____

Signature of Authorized Person: _____ Date: _____

Printed Name of Authorized Person: _____ Title: _____

This authorization shall remain in effect until K&S is notified of its cancellation in writing via certified mail.