



**Professional E-Rate Management Services – Fee Schedule
Ada Indep School District I 19, Ada, Oklahoma**

**Re: E-Rate Consulting Services – Multi Year Renewal Option
E-Rate FY 2026-27**

This letter is to confirm that **Ada Indep School District I 19** will exercise the renewal option as stated in the Master Services Agreement. Execution of the annual fee schedule shall be considered mutual ratification”.

3rd Renewal, FUNDING YEAR: 2026-2027

Fees for requests for funding In the Category Two ("C2") categories of service shall be the greater of the Base Filing Fee OR a percentage of the total funding commitment amount issued by the Universal Service Administrative Company ("USAC") on each of the applicant's FY2026 Funding Commitment Decision Letter(s). The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is contingent upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2026 C2 Services.

FEES FOR E-RATE FUNDING YEAR 2026 (07/01/2026-06/30/2027)

Category of Service	Description	Amount	Billing Date
Category 1 (C1) Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$3,390.66	January 2026
	Self-Provisioned projects	3% of funding commitment amount	Due upon funding
Category 2 (C2) Internal Broadband Connections, MIBS & Maintenance	Base Filing Fee for C2 Services	\$850.00	March 2026
	Pre and Post Funding for C2 Services	3.50% of funding commitment amount less base filing fee.	Due upon funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2025 – JUNE 30, 2026

OUSF Document and Compliance Services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests.	Check YES to request
Annual cost \$875.00– billed January 2026	_____ YES
OUSF consulting fee includes up to 12 hours consulting time directly related to OUSF. Additional hours will be billed at \$175/hour	_____ NO

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 FCC Form 470 and RFP for the Applicant for FY2023, 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 closing the filing window: \$750
- (b) Additional Form 470 requested less than 45 days prior to closing the filing window: \$1,500

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 E-Rate Documentation on the applicant's Kellogg & Sovereign E-Rate SharePoint folder for online access. E-Rate applicants also have access to their E-Rate 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 we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation and of any added cost, and you will have the opportunity to agree to any additional expenses in advance. Our charges for other services will be agreed to separately.

Kellogg & Sovereign® Consulting is not a law firm, and we are not authorized to practice law. Any matters which require an attorney shall be contracted separately with appropriate legal counsel.

Termination

Either party may, upon 30 days written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. K&S will be released from responsibility for the completion of any remaining services listed in this agreement immediately upon receipt of the termination notice.

Liability

K&S will make every reasonable effort to avoid any errors or omissions in the services or advice that we provide to our clients. However, the rules, regulations, and guidelines for the universal service discount mechanism (E-Rate) are voluminous, ambiguous and constantly changing. Our liability for any errors or omissions will be limited to a full refund of the fees paid and will not include liability for any consequential damages. Any claim for damages will expire within two years of when the final billing is mailed/mailed to you. Our liability is also limited to you and any recommendations provided to you may not be used or relied upon by any other parties. Disputes with the Universal Service Administrative Company (USAC) regarding the interpretation of the rules will not constitute an error or omission if you have been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in SLD/USAC's funding process, Kellogg & Sovereign® Consulting does not warrant or guarantee E-Rate funding will be received as a result of this contractual agreement.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning to us the copy enclosed.

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

FOR:

Ada Indep School District I 19

324 W. 20th St.
Ada, OK 74820

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

April 15, 2025

Date

E-RATE LETTER OF AGENCY

APPLICANT: Ada Indep School District I 19 (140336)

Funding Years Authorized: 2025-26, 2026-27, 2027-28, 2028-29, 2029-30

("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 470, 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 E-Rate program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC, as well as OCC, to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.
- ♦ Prepare Requests for Proposal ("RFPs") to be posted online.
- ♦ Provide information to service providers as needed to clarify information in RFPs and Forms 470 as well as related to OUSF matters.
- ♦ Solicit and receive proposals from service providers for requested services.
- ♦ Prepare comparisons of proposals from service providers.
- ♦ Complete contracts for eligible E-Rate services as specifically directed by the Applicant's authorized representative.
- ♦ Prepare and submit documentation including the pre-approval request and/or affidavit to the Oklahoma Corporation Commission (OCC) on behalf of the OUSF Beneficiary.

I also understand that in submitting these forms on our behalf, K&S will be making certifications for our school district. By signing this Letter of Agency, I make the following certifications as required by the E-Rate Program¹:

- a) I certify that the schools I represent are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that the schools I represent has/have secured access, separately or through this program, to all 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 and products from funds to which access has been secured in the current funding year.
- c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 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 permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513.

¹ <https://www.usac.org/e-rate/applicant-process/competitive-bidding/letter-of-agency-loa/>

- d) I certify that the schools I represent has/have 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.
- e) 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.
- f) I certify that I will retain required documents for a period of at least ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statutory or regulatory requirements 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 E-Rate Program.
- g) I certify that I am authorized to procure and/or 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 E-Rate 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.
- h) 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.
- i) 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 the cost of the supported services.
- j) 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 K&S for E-Rate submission is true. If any of the statements made above are incorrect, fraudulent or misleading, the undersigned and their institution agrees to indemnify, as allowed by state law, K&S, its members, employees and agents of any and all liability, legal fees or actions that may arise from the incorrect, fraudulent or misleading statement(s).

Applicant Name: **Ada Indep School District I 19 (140336)**

Mailing Address, City, ST, Zip: 324 W. 20th St., Ada, OK 74820

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.