

Legal Committee Meeting
Wednesday, March 4, 2020 3:00 PM
ESU 7 plus Zoom
2657 44th Ave
Columbus, NE 68601

1. Call to Order
Committee Chair
2. Roll Call
Committee Chair
3. Agenda Item
Committee Chair
 1. COOP
Committee Chair
 1. Coop Strategic Plan
Committee Chair
 2. Coop Contracts
Committee Chair
 1. Approve Addendum to Special Buy Extension 2015-2018 with World Book Inc.
Committee Chair
 2. Approve Addendum/Extension to Special Buy 2016-2019 with IXL
Committee Chair
 3. Approve Addendum/Extension to Special Buy 2017-2020 with Infobase Learning
Committee Chair
 4. Approve Special Buy Agreement with Tierney
Committee Chair
 3. Staff Written Reports
Committee Chair
 1. Peterson Report
Committee Chair
 1. Annual/Paper Buy
Committee Chair
 2. Specials Buys
Committee Chair
 3. AEPA
Committee Chair
 2. Colleen Lentz (Data)
2. Legislative Updates
Committee Chair
 1. Bromm's Updates
Curt and Jason Bromm

3. LB 519 - Distance Education Incentives
Committee Chair
4. Policies and Procedures
Committee Chair
 1. Policies and Procedures
Committee Chair
 1. Recommend Approval Article 4 Section of Policy Updates
Committee Chair
 2. Review Policies: Article 5
Committee Chair
4. Next Meetings Agenda Items
Committee Chair
5. Adjournment
Committee Chair

**ADDENDUM TO 2015-2018 SPECIAL BUY AGREEMENT EXTENSION BETWEEN
ESUCC COOPERATIVE PURCHASING AND WORLD BOOK INC.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and **World Book Inc.** (“Contractor”) to the 2015-2018 Special Buy Agreement Extension signed by the Cooperative on March 14, 2018, and by the Contractor on March 13, 2018. The Addendum is as follows:

Exhibit “A” is amended to add the following goods or services:

World Book Wizard: classroom-based, adaptive learning platform providing a comprehensive set of curriculum-based drills for students. It’s smart, personalized, and a proven way to help students master skills in core subject areas such as Math, Science, Social Studies, and Language Arts.

Live Homework Help: one-to-one, live homework help and academic support for 3rd-9th graders. Tutors are highly vetted and available instantaneously during the following hours:

- 2 pm to 11 pm EST/CST/MST
- 1 pm to 10 pm PST
- 12 pm to 8 pm (Hawaii and Alaska)

Exhibit “B” is amended to add the following pricing information:

World Book Wizard: \$2/user

Live Homework Help: Blocks of Hours

	5 Hours	10 Hours	25 Hours	50 Hours	100 Hours
Price	\$180	\$360	\$900	\$1,800	\$3,600

All other terms and conditions of the 2018-2021 Special Buy Agreement shall remain in full force and effect.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Contact Name _____
Title _____

Date Executed _____

Date Executed _____

**ADDENDUM /EXTENSION TO 2016-2019 SPECIAL BUY AGREEMENT
BETWEEN ESUCC COOPERATIVE PURCHASING AND IXL Learning**

This Addendum and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and IXL Learning ("Contractor") to the 2016-2019 Special Buy Agreement ("Agreement") signed by the Cooperative on December 07, 2016, and by the Contractor on November 10, 2016. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

The contract is only guaranteed for one year

All orders submitted through the ESUCC portal must be submitted between March 1 and May 31, 2020

Exhibit "A" is amended to add the following goods or services:

No Changes to Exhibit A

Exhibit "B" is amended to add the following pricing information:

In order for schools ordering through the ESUCC portal to qualify for ESUCC pricing, the total number of new students added through the ESUCC by May 31 must be no less than 2500

ESUCC pricing is \$9.00 per-student for one-subject, \$14.00 per student for two, \$17.00 for three and \$19.00 for four

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of twelve (12) months until June 30, 2021. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Date: _____

Name: _____
Title: _____

Date: _____

**ADDENDUM/EXTENSION TO 2017-2020 SPECIAL BUY AGREEMENT
BETWEEN ESUCC COOPERATIVE PURCHASING AND Infobase
Learning**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and **Infobase Learning** (“Contractor”) to the 2017-2020 Special Buy Agreement (“Agreement”) signed by the Cooperative on July 10, 2017, and by the Contractor on June 20, 2017. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

No Changes to Terms and Conditions Agreement.

Exhibit “A” is amended to add the following goods or services:

The following products are being recommended as additions to the ESUCC 2017-2020 Special Buy.

- **Learn360** – With an appealing new design, enhanced functionality, and an improved user experience, *Learn360* is the ultimate streaming multimedia resource for the K–12 educational market—the complete district solution. Teachers, students, and parents can access more than 164,000 media resources on any Internet-enabled device, anytime, anywhere, and engaging content landing pages make it easy to find the wealth of videos, interactives, printables, audio content, and maps and flags. The entire site and all landing pages can be filtered by grade level (all grades, elementary, or middle/high) for targeted browsing.

Exhibit “B” is amended to add the following pricing information:

Learn360

Price Band – per student	MSRP	ESUCC Price	ESUCC Price to Members (includes 2% Admin fee)
10,000 – 20,000	\$	\$.75/Student	\$.77/Student
20,001 – 40,000	\$	\$.70/Student	\$.72/Student
40,001 – 60,000	\$	\$.55/Student	\$.56/Student
60,001 – 90,000	\$	\$.43/Student	\$.44/Student
90,001 – 120,000	\$	\$.30/Student	\$.31/Student

Product Description	MSRP	Minimum School Price	District Price
Middle/High School Resources			

Feature Films for Education Collection	\$	\$735	\$725/school
World Almanac	\$	\$425	\$0.33/Student
American History Online	\$1099	\$725	\$0.55/Student
Bloom's Literature	\$1099	\$725	\$0.55/Student
Science Online	\$1099	\$725	\$0.55/Student
Issues and Controversies	\$1099	\$725	\$0.55/Student
Modern World History	\$765	\$ 525	\$0.45/Student
Ancient & Medieval History	\$765	\$ 525	\$0.45/Student
Today's Science	\$765	\$ 525	\$0.45/Student
Health Reference Center	\$765	\$ 525	\$0.45/Student
K-8 Resources			
World Almanac for Kids	\$575	\$525	\$0.45/Student
World Almanac for Kids Elementary Edition	\$575	\$525	\$0.45/Student
The Mailbox	\$575	\$525	\$0.45/Student

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until **July 31, 2023**. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Name: _____
Executive Director
Executed on Date: _____

Name: _____
Title: _____
Executed on Date: _____



2020-2023 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and Tierney (“Contractor”). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts (“Members”) of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 249 school districts and more than 300,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on March 6th, 2020 (“Effective Date”) and shall continue until 12:00 midnight (CST) on December 31st, 2023, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
- 6. Termination.**

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses

which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

8. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
- B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

9. Public Records. The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

10. Publicity. The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.

11. Drug/Alcohol/Tobacco/Weapons Free Workplace. The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all

Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

12. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
13. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
14. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
15. **Taxpayer Identification.** Contractor's federal employer identification number is: 41-1355993.
16. **Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
17. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist
6949 South 110th Street
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing
Attn: Craig Peterson
PO Box 858
412 W. 14th Ave

Holdrege, NE 68949

Contractor: Tierney
1771 Energy Park Drive, Ste 100
St. Paul, MN 55108

Notice is effective only if the party giving the Notice has complied with this section.

18. **Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
19. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
20. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
21. **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
24. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to

perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

25. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
26. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
27. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
28. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
29. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
30. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
31. **Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
32. **Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to Cooperative

Exhibit B – Payment Terms & Schedule

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

CONTRACTOR

By: _____

Name: Michael Tierney

Title: _____

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Tierney is in the business of helping schools find the right technology to support learning and collaboration. We focus on providing reliable technologies and ongoing support to help educators engage students.

Tierney offers a wide range of STEAM/STEM tools to teach kids about coding, robotics, engineering, design, and so much more. Shop our collection of STEAM tools, or contact us for a consultation.

Interactive technology is has become increasingly popular in K-12 classrooms, and Tierney can provide industry-leading products to make sure technology truly enhances the classroom experience. To get started, explore our Interactive Displays or contact us for more information.

Create a flexible, collaborative environment using furniture made with learning in mind. Tierney offers a wide variety of furniture for all learning environments. Contact us to learn more about our options.

Educators are leveraging virtual and augmented reality in the classroom to transform curriculum, allow students to visualize challenging concepts, and interact with the world in a new and exciting way. Contact us to learn more about how we can help you bring virtual and augmented reality to your students.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Pricing below reflects discounts from MSRP.

If pricing results in a negative margin to Tierney then a 10% markup would be applied from cost instead of a discount from MSRP.

Acer 2%

AKG Microphones 30%

Altinex 15%

American Time 5%

AMX 10%

Anchor 28%

Anywhere Cart 30%

Atlona 25%

Audio Enhancement 30%

Audio Technica 10%

Aver 10%

Balance Box 5%

Barco 10%

Biamp 17%

Black Box 2%

Bretford: Charging Carts 35%

Brightsign 15%

Cable Cast 10%

C2G 25%

Califone 30%

Casio: Ultra Short Throw 13%

Casio: Advanced 34%

Casio: Slim 15%

Chief 25%

Cisco: Video Conferencing 25%

Cisco: Meraki Wireless Infrastructure 25%

Class VR 2%

Clear One 20%

CleverTouch 15%

Comprehensive 23%

Conen 8%

Copernicus: Tech Tubs 25%

Copernicus: All other categories 15%

CTL Chromebooks 2%

Crestron 32%

Crown 31%

Da-Lte 25%

Dell 2%

Dell: Chromebooks 48%

Denon-Marantz 15%

Diversitrack 10%

Double Robotics 2%

Draper 25%

Elmo 15%

Epson 2%

Ergotron 25%

Extron 33%

Front Row 7%

FSR 10%

GoGuardian 2%

HP 2%

Hovercam 2%

Infocase 10%

Infocus 8%

JBL 28%

Jelco 16%

Kramer 24%

LG 7%

Lenovo 2%

Liberty Amps/Mixer 8%

Liberty 20%

Listen Technologies 15%

Logitech Conference Cameras 10%

Logitech Web Cameras 5%

Little Bits 2%

Lu Interactive Playground 2%

Lumens 25%

Luxor 35%

Makerbot 5%

Marshall Electronics 10%

Mersive 15%

Middle Atlantic 38%

MooreCo 25%

NEC: Ceiling Projectors and Monitors 4%

NEC: Projectors, Flat Panels, and Accessories 10%

NEC: Professional Grad Panels and Projectors 22%

Optoma: Projectors 40%

Optoma: All other categories 20%

Panasonic: Projectors 20%

Panasonic: Flat Panels 12%

Panasonic: Accessories 10%

Planar 10%

Peerless 25%

Polycom 20%

Premier 35%

Primex 2%

Raxxess 35%

Recordex 35%

Revolab 12%

RTI 2%

Sam Labs 5%

Samsung: Flat Panels 15%

Samsung: Chromebooks and Accessories 2%

Sennheiser 12%

Shure 28%

Sharp 20%

SMART: Flat Panels and Boards 25%

SMART: Accessories; discount does not apply to SMART Software 11%

Spectrum 40%

Stemfuse 2%

Stewart 20%

Swivl 2%
TAG 5%
Tannoy 25%
Teach Logic 2%
Tightrope 10%
TOA 20%
Toshiba: Flat Panels 22%
Toshiba: Laptops 2%
Vaddio 20%
Video Furniture International (VFI) 35%
Visix 5%
Xantech 5%
WePresent 5%
Williams Sound Audio 30%
Wolfvision 15%
Yuneec Drones 2%
zSpace 2%

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in

accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).

- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
March 5, 2020

1. Presentations/Conferences

- a. Annual Coop Trainings via Zoom
 - i. These are available on the [ESUCC Marketplace Resources](#) page
 - ii. Last training completed on February 4
 - iii. 101 registered for trainings with 78 actually attending. Some requested the recording link online or asked if there were any changes from last year and were comfortable with placing orders.
 - iv. Key component in training is checking the Approval Chains before any orders are placed.
- b. Traveled to Hastings Public schools on February 19 and trained their building secretaries on placing orders. Hastings runs a Central Warehouse and Mike Biere who manages the warehouse wanted to have his buildings ordering more through the Annual Buy this year. Mike and I had discussed previously on how to setup and have secretaries enter orders without having teachers in the Marketplace. We decided to utilize Google's plus addressing scheme (marla.biggs+kindergarten@hpsstigers.org, marla.biggs+1stgrade@hpsstigers.org, marla.biggs+2ndgrade@hpsstigers.org) and setup users in the Marketplace. This way when product arrives in Mike's warehouse he will have a report by grade level and building. It has taken 3 years to develop this relationship with Hastings and show them the savings.
- c. ESU 11 Superintendents/Advisory meeting February 20.
- d. Attended the [League of Municipalities Midwinter conference](#). Monday February 24, and Tuesday February 25, Cornhusker Marriot, Lincoln.
 - i. Had good conversations with a number of Municipalities and we plan to follow up with these leads with documents for the Interlocal agreement.
 - ii. Had face to face conversations with the following Cities (Alma, Ashland, Aurora, Bayard, Bertrand, Crawford, Crete, Deshler, Geneva, Greenwood, Hastings, Kimball, Louisville, Newman Grove, North Platte, Ord, Oshkosh, Papillion, Plainview, Stromsburg, Trenton, Valley, Wahoo, Waverly)
- e. Hastings College – February 28 meeting with Jaclyn Wilson, Director of Facilities and Risk Management over Zoom to discuss a furniture purchase through Coop.

2. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment &

Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.

- b. Paper and Annual Buy catalogs are both open for ordering
 - i. Current requisition totals compared to last year at this time (Includes requisitions Approved, Pending Approval and Created). Requisitions in Pending Approval or Created status may not be converted to an order but we will follow up on these closer to the deadlines.
 - 1. 02-27-2020 Paper Buy \$379,902.64, last year's totals for the same time period was \$309,904.63
 - 2. 02-27-2020 Annual Buy \$39,305.70, last year's totals for the same time period was \$5,873.35
- c. We are Currently running nightly reports heading up to the deadlines for both Paper and Annual Buy.
 - i. In the reports we are fixing Account issues such as:
 - 1. "user is not an agency admin" for the shipping addresses. This is required for each school districts address in order to deliver the Receiving and Sorting reports.
 - 2. "user does not exist" Old accounts that have changed their email address field are fixed by also changing their username.

d. Paper Buy Timeline

- i. February 3 – catalog opens for ordering
- ii. March 11 – order deadline
- iii. March 16 – Aggregation by address
- iv. March 16-18 Members review orders, assign PO's
- v. March 19 Orders released to vendors
- vi. April 9 Deliver of Paper begins
- vii. June 9 Last day for deliveries without late fee
- viii. June 10 Late delivery penalty 2% for outstanding items

e. Annual Buy Timeline

- i. February 17- catalog opens for ordering
- ii. April 9- Teacher/Staff order deadline
- iii. April 14- Order Aggregation by address
- iv. April 14-17- Review orders, assign PO's
- v. April 22- Orders released to vendors
- vi. May 22- Delivery of items begins
- vii. July 24- Last Day without late fee
- viii. July 27- Late delivery penalty 2%

3. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
- b. **Adobe VIP Named User licenses**

- i. New Schools coming onboard this last month include Sioux County and Wynot. NDE added another 100 licenses for their staff this month.
- ii. Currently we have 18,323 Creative Cloud for Education application licenses purchased and 30,287 licenses of the free Adobe Spark licenses. All users are required to sign in through the Nebraska Cloud Single-Sign-On.
- iii. Savings for each District ranges from \$2,000 to \$12,000 depending on how they would have licensed under a district license, single building or Device license models.

c. Marketing

- i. **mailchimp setup** –mailchimp is a marketing automation platform and email marketing service. A Marketing event is called a Campaign. ESUCC staff setup initial accounts, imported available contacts, and created initial campaigns.

1. Current Campaigns

- a. [Swank Movie Licensing – Webinar](#) campaign
 - i. 1938 Recipients
 - ii. 1872 - 96.6% successful deliveries
 - iii. 790 Opened
 - iv. 66 Bounced
 - v. 5 Unsubscribed
- b. [Paper Buy 2020](#) campaign
 - i. 2072 Recipients
 - ii. 2040 – 98.5% successful deliveries
 - iii. 840 Opened
 - iv. 32 Bounced
 - v. 4 Unsubscribed
- c. [Paper Deadline](#) campaign (No statistics at the time of this report).

2. Groups/Contacts Setup in mailchimp

- a. School Administrators
 - i. ESU Administrators (19 Contacts)
 - ii. Superintendents (242 Contacts)
 - iii. All School Principals (977 Contacts)
 - iv. Public Elementary Principals (532 Contacts)
 - v. Public Middle School Principals (97 Contacts)
 - vi. Public Secondary Principals (281 Contacts)
 - vii. Non-Public Principals (130 Contacts)
 - viii. Athletic Directors (178 Contacts)
 - ix. Facility Managers (0 Contacts)
 - x. Business Manges (0 Contacts)
- b. Cooperative Purchasing
 - i. District Building Contacts (995 Contacts)
 - ii. Food Service Managers (0 Contacts)
 - iii. Municipalities (8 Contacts)
 - iv. College Purchasing (7 Contacts)

- c. SRS
 - i. District Managers (0 Contacts)
 - ii. Associate District Managers (0 Contacts)
 - iii. School Managers (0 Contacts)
 - iv. Associate School Managers (0 Contacts)
- d. Curriculum Areas
 - i. Counselors (0 Contacts)
 - ii. Math (0 Contacts)
 - iii. Science (0 Contacts)
 - iv. Social Sciences (0 Contacts)
 - v. Reading (0 Contacts)
 - vi. Technology (0 Contacts)
 - vii. Media-Librarians (0 Contacts)

d. Special Buy Contract Considerations

- i. **Barnes & Noble** – contacted us about being added to the Marketplace, contract has been sent.
- ii. **SysCloud/Amplified IT** – Google & Office 365 Backup through Syscloud with encryption to protect against Malware & Ransomware.
 - 1. Request came from discussion on the NETA Tech Coordinators list where a district was required as a new customer to have a minimum purchase of \$3,000 and raised the cost for the district from \$10/FTE to \$100/FTE.
 - 2. Met with SysCloud & Amplified IT on 02/27/2020.
- iii. **REI Solutions** – On Bus security camera solution
 - 1. Discussed with Craig Raridon about the AEPA Security Bid that will be written this Summer and published next Fall.

4. AEPA

- a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 28 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.
 - 1. Coop staff will be attending the Spring meeting in Austin, TX on April 26-28. While in Austin we will also meet with the Equal Level User group to discuss changes and the roadmap for the Marketplace.

5. Additional Information

- i. Communications with the following vendors/organizations throughout the month:
 - 1. Sysco – Zach Navrkal Vice President of Sales. Annual Review and plans for next year’s extension.
 - 2. Daktronics – Digital Displays – Webinar discussing the expanded AEPA bid category.
 - 3. IXL contract discussions
 - 4. Articulate 360 contract setup
 - 5. Securly item setup

March 2020

All Program Sales- Q3 & Q4 2019-20

* **2019-20 Sales: \$6,916,737.29** (Jul-Dec 2019)

* **2018-19 Sales: \$5,758,977.13** (Jul-Dec 2018)

* **Up \$1,158m from fiscal year 2018-19** (Jul-Dec 2018)

* AEPA up \$725k (Daktronics up \$399k from \$0)

* Special Buys up \$210k (Staples up \$159k)

* Food Buy up \$149k

* Custodial up \$81k

* Annual Buy Extended Buy down \$6k

* **Up \$351k from fiscal year 2017-18** (Jul-Dec 2017)



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Nebraska Educational Service Unit
Coordinating Council Cooperative Purchasing

Winter 2020 | Issue 3

2019 Annual Buy Fun Facts

- 4258 Items Offered
- 26 Nationwide vendors awarded
- 250+ buying entities
- \$3.2M purchased
- \$1.1M saved
- 24,817 cases of copy paper purchased



2020 Annual Supply & Paper Dates to Remember

Copier Paper Buy Dates

February 3- catalog opens for ordering
 March 11- order deadline
 March 16- Aggregation by Address
 March 16-18- Review orders, assign PO's
 March 19- Orders released to vendors
 April 9- Delivery of Paper begins
 June 9- Last Day without late fee
 June 10- Late delivery penalty 2%

Annual Supply Buy Dates

February 17- catalog opens for ordering
 April 9- Teacher/Staff order deadline
 April 14- Order Aggregation by address
 April 14-17- Review orders, assign PO's
 April 22- Orders released to vendors
 May 22- Delivery of items begins
 July 24- Last Day without late fee
 July 27- Late delivery penalty 2%

Glossary of Marketplace Terms

Marketplace- ESUCC Cooperative Purchasing Online Ecommerce shopping site.

PunchOut Catalog- Online ecommerce website (ESUCC Marketplace) that lets a buyer (you) make purchases from a supplier's website through the ESUCC Marketplace.

Level 2 PunchOut Catalog- a PunchOut-enabled website (ESUCC Marketplace) with the special ability to allow the buyer to punch-out directly to an item from within a procurement system (ESUCC Marketplace).



[Shop The Marketplace](#)

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Coordinating Council Cooperative Purchasing



Fall 2019 | Issue 2

ESUCC Special Buy Program

The term "Special Buy" is given to single, price negotiated contracts between the ESUCC and vendors offering products, subscriptions &/ or services that are beneficial to our statewide schools and state/ local agencies.

These offerings are available through the Marketplace, providing leveraged purchasing power and reducing the need for schools and agencies to conduct solicitations, and establish and manage individual contracts.

These contracts are offered in addition to the bid awarded Annual and Paper Buy, AEPA, Food and Custodial Buy Programs.

To see all of our current programs, please visit our [Product Category](#) page to see what the Coop has to offer for school or agency.

[Visit Our Website](#)



Did you know:

Special Buy Purchases made by Nebraska Schools & agencies for the 2018-19 year were \$2.1M with \$800K in savings.

[Shop The Marketplace Today](#)

New Special Buy Offerings



From Guided Reading and Early Childhood, to Classroom Libraries and Digital Resources, Scholastic Education supplemental programs provide quality instructional resources to fill critical literacy and learning gaps, differentiate reading instruction for all students, and provide classroom libraries that meet the specific needs and interests of the students you serve.

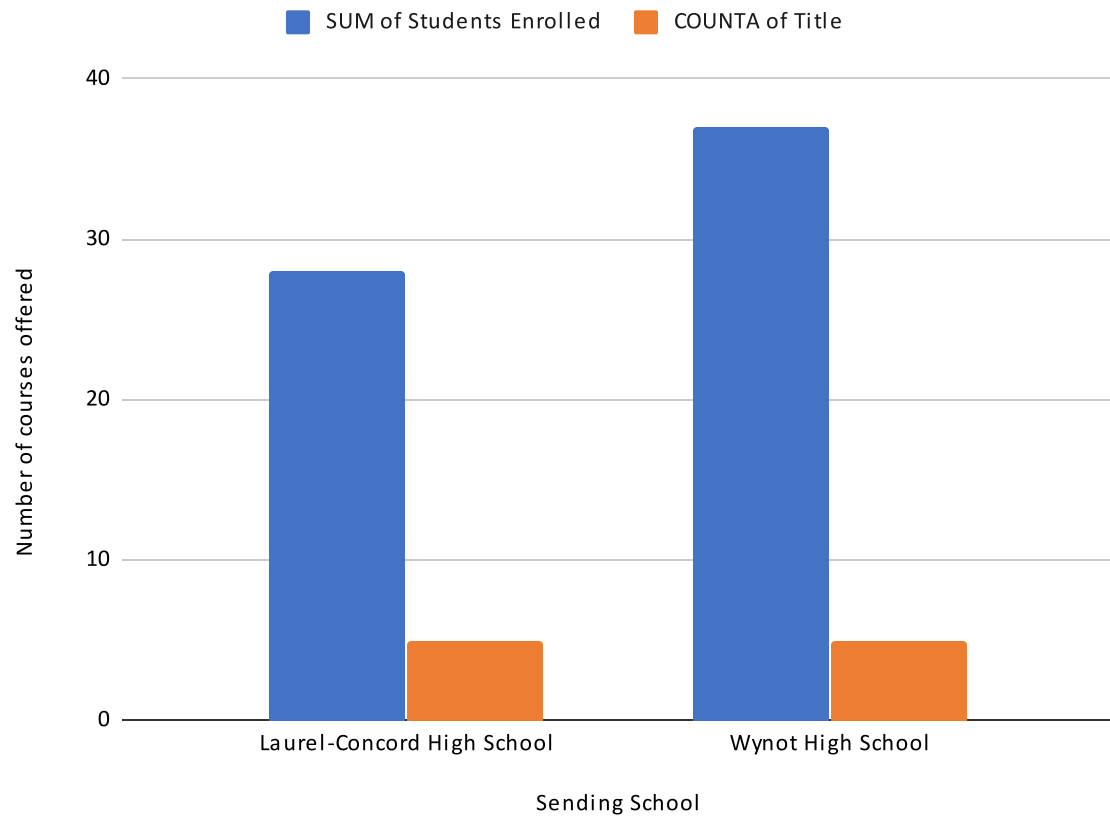
[Scholastic ESUCC Webpage](#)

ESU 1 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	<i>SUM of Students E COUNTA of Title</i>	
Laurel-Concord High School	English Comp	Gibbon High School	1	1
	English Comp Total		1	1
	Intro to Health Sciences	Laurel-Concord High School	6	1
	Intro to Health Sciences Total		6	1
	Medical Terminology	Laurel-Concord High School	1	1
	Medical Terminology Total		1	1
	Spanish I	Allen High School	19	1
		Alma High School	1	1
Spanish I Total		20	2	
Laurel-Concord High School Total			28	5
Wynot High School	American Government	Laurel-Concord High School	1	1
		Wynot High School	12	1
	American Government Total		13	2
	American History	Wynot High School	14	1
	American History Total		14	1
	Calculus	Laurel-Concord High School	8	1
		Wynot High School	2	1
Calculus Total		10	2	
Wynot High School Total			37	5
Grand Total			65	10

<i>Sending School</i>	<i>SUM of Students Enrolled</i>	<i>COUNTA of Title</i>
Laurel-Concord High School	28	5
Wynot High School	37	5

Number of Student Enrolled and Courses - ESU 1 - 2018-2019



ESU 2 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E	COUNTA of Title	COUNTA of Title
Grand Total					

Columns	
Rows	Values

No data		

ESU 3 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E	COUNTA of Title	COUNTA of Title
Grand Total					

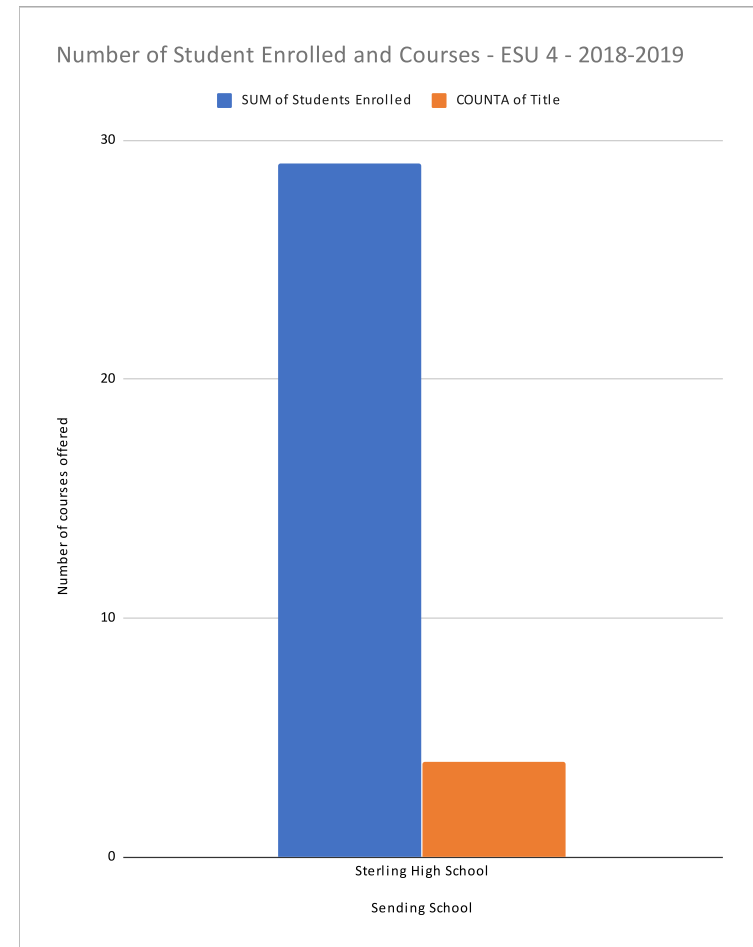
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Rows	Values

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ESU 4 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	COUNTA of Title
Sterling High School	Spanish 1	Johnson-Brock High School	9	1	1
	Spanish 1 Total		9	1	1
	Spanish 2	Johnson-Brock High School	12	1	1
	Spanish 2 Total		12	1	1
	Spanish 3	Johnson-Brock High School	3	1	1
		Sterling High School	5	1	1
	Spanish 3 Total		8	2	2
Sterling High School Total			29	4	4
Grand Total			29	4	4

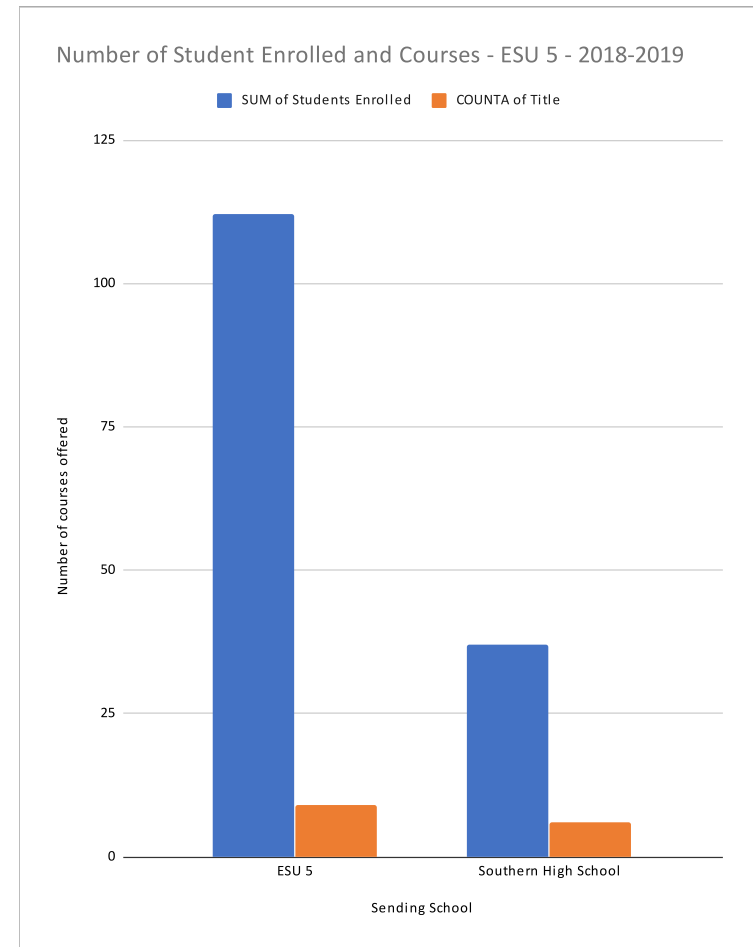
Sending School	SUM of Students E	COUNTA of Title
Sterling High School	29	4



ESU 5 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	COUNTA of Title	
ESU 5	Chinese I	Beatrice High School	10	1	1	
		Deshler High School	2	1	1	
		Grand Island Senior High School	72	4	4	
	Chinese I Total			84	6	6
	Chinese II	Beatrice High School	18	1	1	
		Grand Island Senior High School	9	1	1	
	Chinese II Total			27	2	2
	Chinese III	Grand Island Senior High School	1	1	1	
	Chinese III Total			1	1	1
	ESU 5 Total			112	9	9
Southern High School	Spanish I	Sioux County High School	8	1	1	
		Southern High School	13	1	1	
	Spanish I Total			21	2	2
	Spanish II	Sioux County High School	4	1	1	
		Southern High School	7	1	1	
	Spanish II Total			11	2	2
	Spanish III / IV	Sioux County High School	1	1	1	
	Spanish III / IV	Southern High School	4	1	1	
Spanish III / IV Total			5	2	2	
Southern High School Total			37	6	6	
Grand Total			149	15	15	

Sending School	SUM of Students E	COUNTA of Title
ESU 5	112	9
Southern High School	37	6



ESU 6 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E	COUNTA of Title	COUNTA of Title
Grand Total					

Columns	
Rows	Values

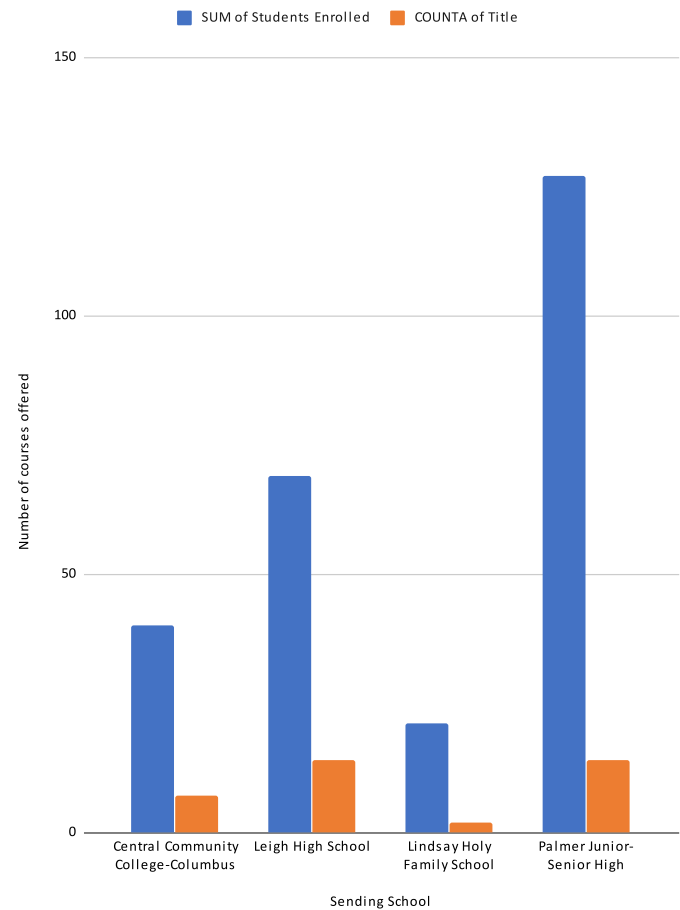
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ESU 7 2018-2019 Data

Sending School	Title	Enrolled School	COUNTA of Title	SUM of Students E	
Central Community College-Columbus	Analytic Geometry & Calculus I (I	Clarkson Jr-Sr High School	1	2	
	Analytic Geometry & Calculus I (MATH 1600) Total			1	2
	English Composition (ENGL 1010	Arapahoe High School	1	14	
	English Composition (ENGL 1010) Total			1	14
	Introduction to Psychology (PSYC	Clarkson Jr-Sr High School	1	4	
	Introduction to Psychology (PSYC 1810) Total			1	4
	Writing & Research (ENGL 1020)	Arapahoe High School	1	10	
		Clarkson Jr-Sr High School	1	1	
		Elgin High School	1	6	
		Humphrey Jr-Sr High School	1	3	
Writing & Research (ENGL 1020) Total			4	20	
Central Community College-Columbus Total				7	40
Leigh High School	Accounting 1	Anselmo-Merna High School	1	4	
		Leigh High School	1	1	
		Pope John XXIII High School	1	2	
	Accounting 1 Total			3	7
	Advanced Biology	Humphrey Jr-Sr High School	1	6	
		Leigh High School	1	7	
	Advanced Biology Total			2	13
	Child Development	Burwell Jr-Sr High School	1	1	
		Pleasanton High School	1	1	
		SEM Sumner Eddyville Miller High Sr	1	1	
	Child Development Total			3	3
	Parenting	Leigh High School	1	1	
		SEM Sumner Eddyville Miller High Sr	1	1	
	Parenting Total			2	2
	Relationships	Clarkson Jr-Sr High School	1	5	
		Leigh High School	1	7	
	Relationships Total			2	12
	Science Middle Grades II	Humphrey Jr-Sr High School	1	17	
		Leigh High School	1	15	
	Science Middle Grades II Total			2	32
Leigh High School Total				14	69
Lindsay Holy Family School	Life Science - Biology	Humphrey Jr-Sr High School	1	14	
		Lindsay Holy Family School	1	7	
	Life Science - Biology Total			2	21
Lindsay Holy Family School Total				2	21
Palmer Junior-Senior High	Spanish 2	Chase County High School	2	24	
		Fullerton High School	3	37	
		Hay Springs High School	1	6	
		Palmer Junior-Senior High	3	31	
	Spanish 2 Total			9	98
	Spanish I	Fullerton High School	3	15	
		Palmer Junior-Senior High	2	14	
Spanish I Total			5	29	
Palmer Junior-Senior High Total				14	127
Grand Total				37	257

Sending School	SUM of Students E	COUNTA of Title
Central Community College-Colu	40	7
Leigh High School	69	14
Lindsay Holy Family School	21	2
Palmer Junior-Senior High	127	14
Grand Total	257	37

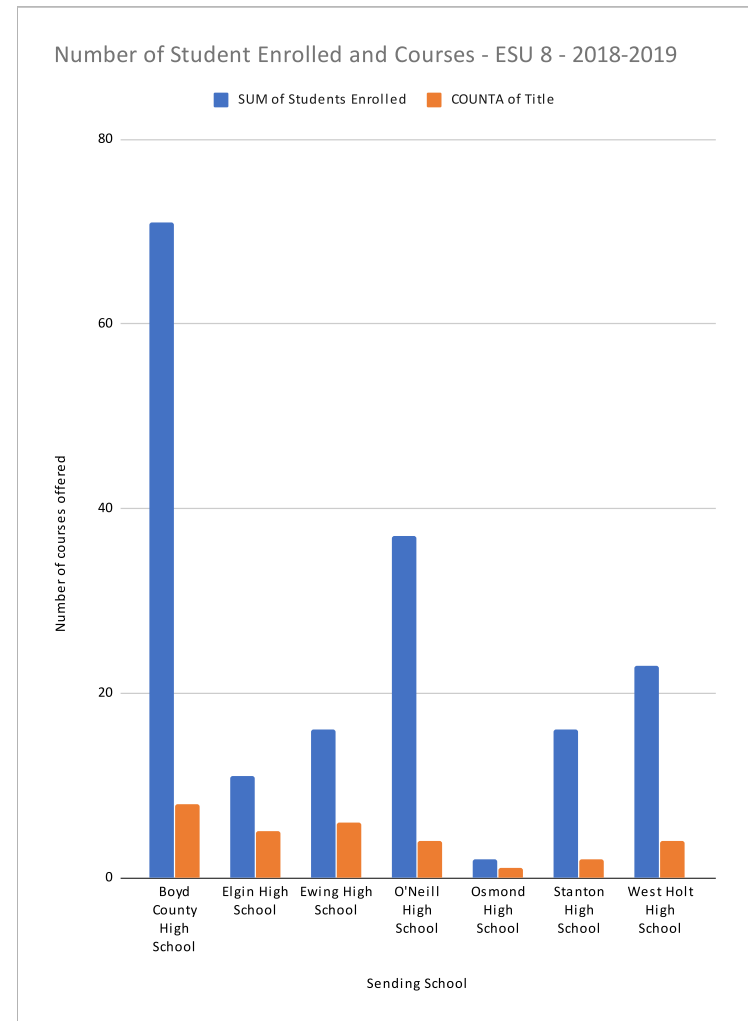
Number of Student Enrolled and Courses - ESU 7 - 2018-2019



ESU 8 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	
Boyd County High School	American History II	Boyd County High School	22	1	
		Stuart High School	5	1	
	American History II Total			27	2
	American Government	Boyd County High School	1	1	
	American Government Total			1	1
	American History 1	Boyd County High School	23	1	
		Stuart High School	3	1	
	American History 1 Total			26	2
	Spanish 2	Boyd County High School	12	1	
		Orchard High School	4	1	
Spanish 2 Total			16	2	
World Civilizations II	Boyd County High School	1	1		
	World Civilizations II Total			1	1
Boyd County High School Total			71	8	
Elgin High School	Calculus 1 (MATH1600)	Doniphan-Trumbull Secondary	5	1	
		Elgin High School	2	1	
		Humphrey Jr-Sr High School	1	1	
		Lindsay Holy Family School	2	1	
		Osmond High School	1	1	
		Calculus 1 (MATH1600) Total			11
Elgin High School Total			11	5	
Ewing High School	Introduction to Health	Elgin High School	1	1	
		Ewing High School	6	1	
	Introduction to Health Total			7	2
	Medical Terminology	Elgin High School	1	1	
		Ewing High School	2	1	
	Medical Terminology Total			3	2
Pre Calculus	Ewing High School	3	1		
	Wheeler Central High	3	1		
Pre Calculus Total			6	2	
Ewing High School Total			16	6	
O'Neill High School	Spanish 2	Ewing High School	8	1	
		O'Neill High School	12	1	
	Spanish 2 Total			20	2
	Spanish I	Ewing High School	7	1	
O'Neill High School		10	1		
Spanish I Total			17	2	
O'Neill High School Total			37	4	
Osmond High School	Medical Terminology	Osmond High School	2	1	
	Medical Terminology Total			2	1
Osmond High School Total			2	1	
Stanton High School	PC Maintenance	Pierce Jr/Sr High School	6	1	
	Stanton High School	10	1		
PC Maintenance Total			16	2	
Stanton High School Total			16	2	
West Holt High School	Spanish 1	Stuart High School	10	1	
		West Holt High School	5	1	
	Spanish 1 Total			15	2
	Spanish II	Stuart High School	5	1	
West Holt High School		3	1		
Spanish II Total			8	2	
West Holt High School Total			23	4	
Grand Total			176	30	

Sending School	SUM of Students E	COUNTA of Title
Boyd County High School	71	8
Elgin High School	11	5
Ewing High School	16	6
O'Neill High School	37	4
Osmond High School	2	1
Stanton High School	16	2
West Holt High School	23	4
Grand Total	176	30



ESU 9 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E COUNTA of Title
Grand Total			

<i>Sending School</i>	SUM of Students E COUNTA of Title
Grand Total	

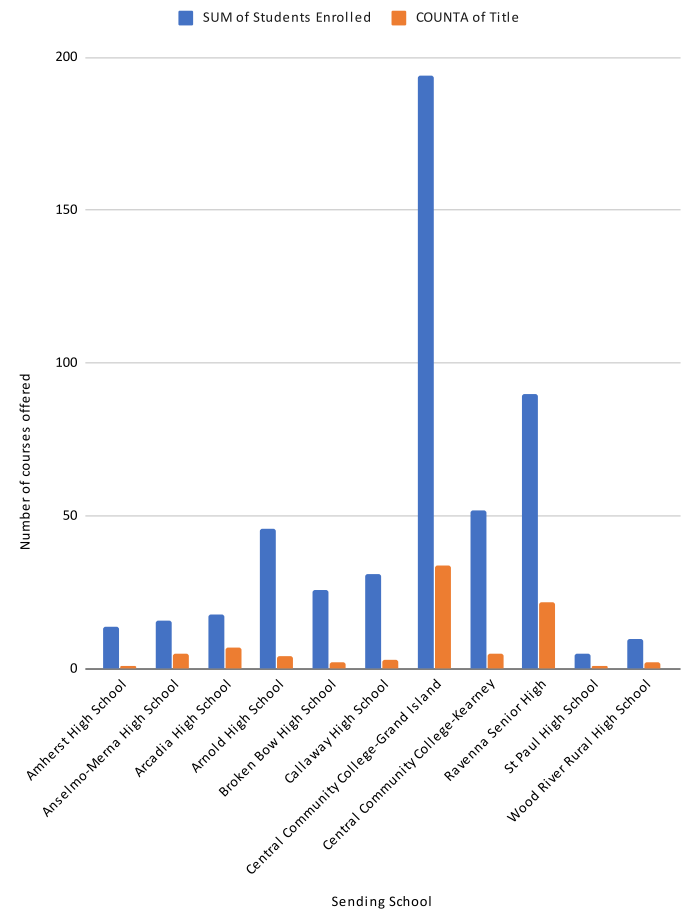
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ESU 10 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students	E COUNTA of Title	
Amherst High School	Writing and Research 1010	Amherst High School	14	1	
	Writing and Research 1010 Total		14	1	
Amherst High School Total					
Anselmo-Merna High School	Spanish I - Yr	Loup County High School	5	1	
		Sargent High School	7	2	
	Spanish I - Yr Total		12	3	
	Spanish II - Yr	Alma High School	1	1	
Loup County High School		3	1		
Spanish II - Yr Total					
Anselmo-Merna High School Total					
Arcadia High School	Anatomy & Physiology - Year	Arcadia High School	3	1	
		Sargent High School	4	1	
		SEM Sumner Eddyville Miller High Si	1	1	
	Anatomy & Physiology - Year Total		8	3	
	Medical Terminology - Year	Arcadia High School	5	1	
		Loup County High School	1	1	
		Sargent High School	2	1	
		SEM Sumner Eddyville Miller High Si	2	1	
	Medical Terminology - Year Total				
	Arcadia High School Total				
Arnold High School	English 1010 Expository Writing I	Arnold High School	9	1	
		Callaway High School	14	1	
	English 1010 Expository Writing I Total		23	2	
	English 1020 Expository Writing I	Arnold High School	9	1	
		Callaway High School	14	1	
English 1020 Expository Writing II Total					
Arnold High School Total					
Broken Bow High School	College Composition - S1	Broken Bow High School	13	1	
		College Composition - S1 Total		13	1
	College Composition - S2	Broken Bow High School	13	1	
		College Composition - S2 Total		13	1
Broken Bow High School Total					
Callaway High School	Spanish I	Arnold High School	13	1	
		Spanish I Total		13	1
	Spanish II	Arnold High School	5	1	
		Callaway High School	13	1	
Spanish II Total					
Callaway High School Total					
Central Community College-Grand Island	English 1010 English Comp	Central Community College-Grand Island	5	2	
		Cozad High School	5	1	
		Litchfield High School	2	1	
		Pleasanton High School	13	1	
		Ravenna Senior High	11	2	
		Shelton High School	7	1	
		St Paul High School	8	1	
		Sutton Secondary School	16	1	
		Wood River Rural High School	20	1	
		English 1010 English Comp Total			
	English 1020 Writing and Resear	Bertrand High School	5	1	
		Central Community College-Grand Island	4	2	
		Cozad High School	3	1	
		Litchfield High School	2	1	
Pleasanton High School					

Sending School	SUM of Students	E COUNTA of Title
Amherst High School	14	1
Anselmo-Merna High School	16	5
Arcadia High School	18	7
Arnold High School	46	4
Broken Bow High School	26	2
Callaway High School	31	3
Central Community College-Grand Island	194	34
Central Community College-Kearney	52	5
Ravenna Senior High	90	22
St Paul High School	5	1
Wood River Rural High School	10	2
Grand Total	502	86

Number of Student Enrolled and Courses - ESU 10 - 2018-2019



		Ravenna Senior High	5	2
		Shelton High School	2	1
		St Paul High School	4	1
		Sutton Secondary School	15	1
		Wood River Rural High School	16	1
		English 1020 Writing and Research Total	62	12
	Math 1150- College Algebra Sem	Central Community College-Grand Is	17	2
		Howells-Dodge Consolidated School	5	1
		Pleasanton High School	1	1
		SEM Sumner Eddyville Miller High Sc	4	1
		Shelton High School	1	1
		Math 1150- College Algebra Semester class Total	28	6
	Math 1600 - Analytic Geo & Calc	Central Community College-Grand Is	11	1
		Deshler High School	3	1
		High Plains Community High School	1	1
		Math 1600 - Analytic Geo & Calc I Semester Course Total	15	3
	Math 2070 Analytic Geom & Cak	Deshler High School	1	1
		High Plains Community High School	1	1
		Math 2070 Analytic Geom & Calculus II Semester course Total	2	2
Central Community College-Grand Island Total			194	34
Central Community College-Kearney	English 1010	Cambridge High School	20	1
	English 1010 Total		20	1
	English 1020 Writing and Resean	Cambridge High School	20	1
	English 1020 Writing and Research Total		20	1
	Math 1150- College Algebra Sem	Alma High School	3	1
		Cambridge High School	8	1
		Wheeler Central High	1	1
		Math 1150- College Algebra Semester class Total	12	3
Central Community College-Kearney Total			52	5
Ravenna Senior High	Agribusiness	Ravenna Senior High	2	1
	Agribusiness Total		2	1
	Agriculture Leadership - Year	Ravenna Senior High	5	2
	Agriculture Leadership - Year Total		5	2
	Art I - Year	Palmer Junior-Senior High	7	2
		Ravenna Senior High	19	4
	Art I - Year Total		26	6
	Art III	Palmer Junior-Senior High	8	2
		Ravenna Senior High	12	3
	Art III Total		20	5
	Art IV	Palmer Junior-Senior High	4	1
		Ravenna Senior High	4	1
	Art IV Total		8	2
	HS Art II	Palmer Junior-Senior High	7	2
		Ravenna Senior High	22	4
	HS Art II Total		29	6
Ravenna Senior High Total			90	22
St Paul High School	College General Physics I 1410	St Paul High School	5	1
	College General Physics I 1410 Total		5	1
St Paul High School Total			5	1
Wood River Rural High School	College Algebra MATH 1150	Clarkson Jr-Sr High School	2	1
		Wood River Rural High School	8	1
	College Algebra MATH 1150 Total		10	2
Wood River Rural High School Total			10	2
Grand Total			502	86

ESU 11 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	<i>SUM of Students E COUNTA of Title</i>
Grand Total			

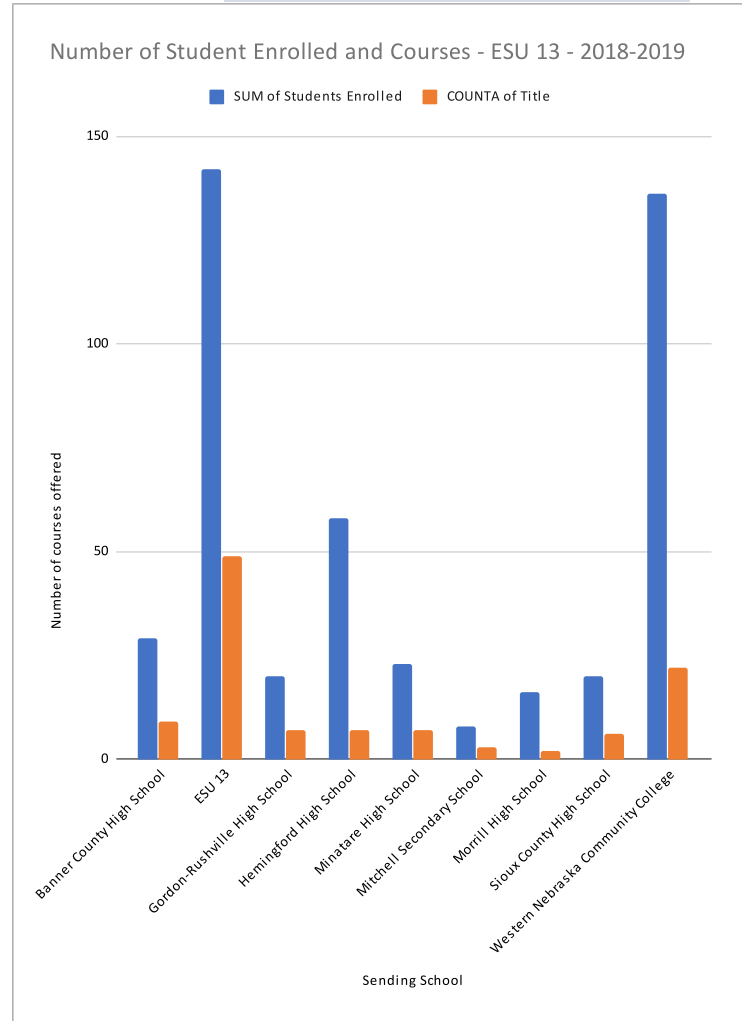
<i>Sending School</i>	<i>SUM of Students E COUNTA of Title</i>
Grand Total	

No data	
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ESU 13 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students	E COUNTA of Title	
Banner County High School	College Algebra	Banner County High School	1	1	
		Bayard Secondary School	2	1	
		Crawford High School	5	1	
		Kimball Jr/Sr High School	3	1	
		Minatare High School	5	1	
	College Algebra Total		16	5	
	English Comp 1	Banner County High School	5	1	
		Heartland Community High School	1	1	
		Morrill High School	3	1	
	English Comp 1 Total		9	3	
United States History to 1877	Banner County High School	4	1		
United States History to 1877 Total		4	1		
Banner County High School Total		29	9		
ESU 13	Animal Science	Banner County High School	1	1	
		Crawford High School	5	1	
		Hay Springs High School	2	1	
	Animal Science Total		8	3	
	Climate and Weather		13	3	1
		Gering High School	1	1	
	Climate and Weather Total		4	2	
	College Algebra	Banner County High School	1	1	
		Bayard Secondary School	2	1	
		Crawford High School	5	1	
		Kimball Jr/Sr High School	3	1	
		Minatare High School	5	1	
	College Algebra Total		16	5	
	English Composition 2	Banner County High School	4	1	
		Morrill High School	4	1	
	English Composition 2 Total		8	2	
	History of the American West	Banner County High School	4	1	
		Crawford High School	3	1	
	History of the American West Total		7	2	
	Natural Resources	Banner County High School	1	1	
		Crawford High School	5	1	
		Hay Springs High School	10	1	
	Natural Resources Total		16	3	
	NEVA Algebra 1A	Mitchell Secondary School	1	1	
	NEVA Algebra 1A Total		1	1	
	NEVA Developmental English		13	12	2
		Chadron Senior High School	2	1	
		Cozad High School	3	1	
		Ogallala High School	3	1	
	NEVA Developmental English Total		20	5	
NEVA Developmental Math		13	12	2	
	Chadron Senior High School	2	1		
	Cozad High School	3	1		
	Ogallala High School	3	1		
	Sioux County High School	2	1		
NEVA Developmental Math Total		22	6		
NEVA Language Basics		13	3	1	
	Hyannis High School	1	1		
NEVA Language Basics Total		4	2		
NEVA Stellar Astronomy		13	3	1	

Sending School	SUM of Students	E COUNTA of Title
Banner County High School	29	9
ESU 13	142	49
Gordon-Rushville High School	20	7
Hemingford High School	58	7
Minatare High School	23	7
Mitchell Secondary School	8	3
Morrill High School	16	2
Sioux County High School	20	6
Western Nebraska Community College	136	22
Grand Total	452	112



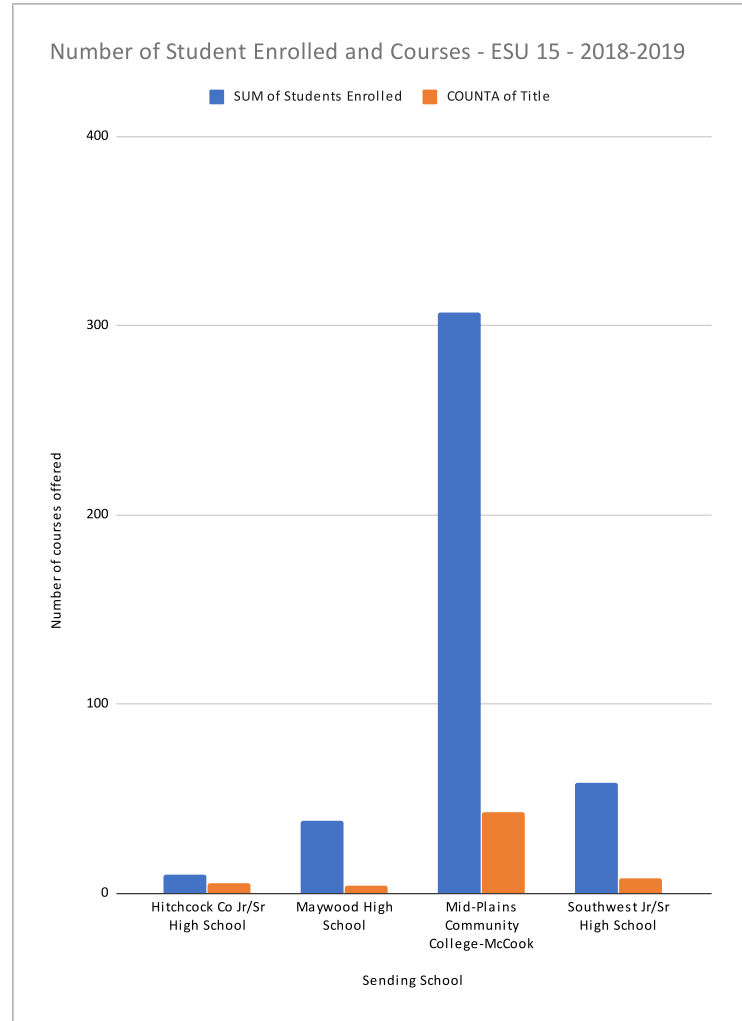
		Hyannis High School	1	1
	NEVA Stellar Astronomy Total		4	2
	NEVA The Outsiders Novel Study	13	3	1
		Bayard Secondary School	2	1
		Gering High School	3	2
		Hyannis High School	2	1
		Mitchell Secondary School	2	2
		Scottsbluff Senior High School	2	2
	NEVA The Outsiders Novel Study Total		14	9
	NEVA World Civilization	13	3	1
		Banner County High School	1	1
	NEVA World Civilization Total		4	2
	NEVA World History	13	3	1
		Gering High School	1	1
	NEVA World History Total		4	2
	United States History to 1877	Crawford High School	4	1
	United States History to 1877 Total		4	1
	Wildlife Science	Bayard Secondary School	1	1
		Crawford High School	5	1
	Wildlife Science Total		6	2
ESU 13 Total			142	49
Gordon-Rushville High School	Accounting	Bayard Secondary School	3	1
		Gordon-Rushville High School	3	1
	Accounting Total		6	2
	Child Development	Bayard Secondary School	1	1
		Gordon-Rushville High School	6	1
	Child Development Total		7	2
	Pers Finance	Bayard Secondary School	2	1
		Gordon-Rushville High School	4	1
		Hyannis High School	1	1
	Pers Finance Total		7	3
Gordon-Rushville High School Total			20	7
Hemingford High School	Spanish 1	Crawford High School	13	2
		Hay Springs High School	15	1
		Hemingford High School	28	2
	Spanish 1 Total		56	5
	Spanish 2	Crawford High School	1	1
		Hemingford High School	1	1
	Spanish 2 Total		2	2
Hemingford High School Total			58	7
Minatare High School	Digital Design 2	Elgin High School	2	1
		Kimball Jr/Sr High School	1	1
		Minatare High School	6	1
	Digital Design 2 Total		9	3
	Digital Media	Bayard Secondary School	4	1
		Elgin High School	2	1
		Kimball Jr/Sr High School	1	1
		Minatare High School	7	1
	Digital Media Total		14	4
Minatare High School Total			23	7
Mitchell Secondary School	Economics	Minatare High School	1	1
		Mitchell Secondary School	6	1
	Economics Total		7	2
	Psychology	Minatare High School	1	1

	Psychology Total		1	1
Mitchell Secondary School Total			8	3
Morrill High School	Intro to Ag	Morrill High School	10	1
		Sidney High School	6	1
	Intro to Ag Total		16	2
Morrill High School Total			16	2
Sioux County High School	Animal Science	Sioux County High School	4	1
		Yutan High School	2	1
	Animal Science Total		6	2
	Vet Science	Mitchell Secondary School	3	1
		Pleasanton High School	2	1
		Sioux County High School	7	1
		Yutan High School	2	1
	Vet Science Total		14	4
Sioux County High School Total			20	6
Western Nebraska Community College	College Algebra	Leyton High School	4	1
		Morrill High School	3	1
		Western Nebraska Community Colle	10	1
	College Algebra Total		17	3
	College Composition 1	Bayard Secondary School	9	1
		Crawford High School	3	1
		Leyton High School	7	1
		Mitchell Secondary School	5	1
		Potter-Dix Jr/Sr High School	3	1
		Western Nebraska Community Colle	16	2
	College Composition 1 Total		43	7
	College Composition 2	Bayard Secondary School	9	1
		Crawford High School	5	1
		Potter-Dix Jr/Sr High School	3	1
		Western Nebraska Community Colle	10	1
	College Composition 2 Total		27	4
	Intermediate Algebra	Morrill High School	3	1
		Western Nebraska Community Colle	10	1
	Intermediate Algebra Total		13	2
	Intro to Criminal Law	Crawford High School	1	1
		Western Nebraska Community Colle	10	1
	Intro to Criminal Law Total		11	2
	Intro to Education	Creek Valley High School	5	1
		Western Nebraska Community Colle	6	1
	Intro to Education Total		11	2
	Statistics	Leyton High School	4	1
		Western Nebraska Community Colle	10	1
	Statistics Total		14	2
Western Nebraska Community College Total			136	22
Grand Total			452	112

ESU 15 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title
Hitchcock Co Jr/Sr High School	German II	Gibbon High School	2	1
		Hitchcock Co Jr/Sr High School	3	1
		Kimball Jr/Sr High School	2	1
		McCook Senior High School	2	1
		Morrill High School	1	1
		German II Total		10
Hitchcock Co Jr/Sr High School Total			10	5
Maywood High School	Spanish I	Hitchcock Co Jr/Sr High School	16	1
		Maywood High School	3	1
	Spanish I Total		19	2
	Spanish II	Hitchcock Co Jr/Sr High School	16	1
Maywood High School		3	1	
Spanish II Total			19	2
Maywood High School Total			38	4
Mid-Plains Community College-McCook	BSAD 1100 Personal Finance	Mid-Plains Community College-McC	5	1
	BSAD 1100 Personal Finance Total		5	1
	ENGL 1010 Expository Writing I	Hitchcock Co Jr/Sr High School	9	1
		Mid-Plains Community College-McC	3	1
	ENGL 1010 Expository Writing I Total		12	2
	English 1010 Expository Writing I	McPherson County Secondary Schor	5	1
		Mid-Plains Community College-McC	30	2
		Wallace High School	11	1
		Wauneta-Palisade High School	5	1
		English 1010 Expository Writing I Total		51
	English 1020 Expository Writing I	Hitchcock Co Jr/Sr High School	8	1
		McPherson County Secondary Schor	5	1
		Mid-Plains Community College-McC	23	3
		Wallace High School	10	1
		Wauneta-Palisade High School	4	1
	English 1020 Expository Writing I Total		50	7
	FRST 1650 Principles of Emergen	Mid-Plains Community College-McC	2	1
		Mid-Plains Community College-Nort	1	1
	FRST 1650 Principles of Emergency Service Total		3	2
	FRST 1670 Principles of Fire Eme	Mid-Plains Community College-McC	2	1
		Mid-Plains Community College-Nort	1	1
	FRST 1670 Principles of Fire Emergency ServiceSafety Total		3	2
	Math 1150 Coll Algebra	Hershey High School	13	1
McPherson County Secondary Schor		3	1	
Mid-Plains Community College-McC		22	2	
Paxton High School		6	1	
Math 1150 Coll Algebra Total			44	5
Math 1150 College Algebra	Arnold High School	3	1	
	Mid-Plains Community College-McC	6	1	
	Sutherland High School	6	1	
Math 1150 College Algebra Total		15	3	
MATH 2170 Applied Statistics	McPherson County Secondary Schor	2	1	
	Mid-Plains Community College-McC	31	2	
	Paxton High School	4	1	
	Sutherland High School	3	1	
	MATH 2170 Applied Statistics Total		40	5
PSYC 1810 Intro Psych	Mid-Plains Community College-McC	15	1	
	Perkins County High School	4	1	
	Stapleton High School	4	1	

Sending School	SUM of Students E	COUNTA of Title
Hitchcock Co Jr/Sr High School	10	5
Maywood High School	38	4
Mid-Plains Community College-IV	307	43
Southwest Jr/Sr High School	58	8
Grand Total	413	60

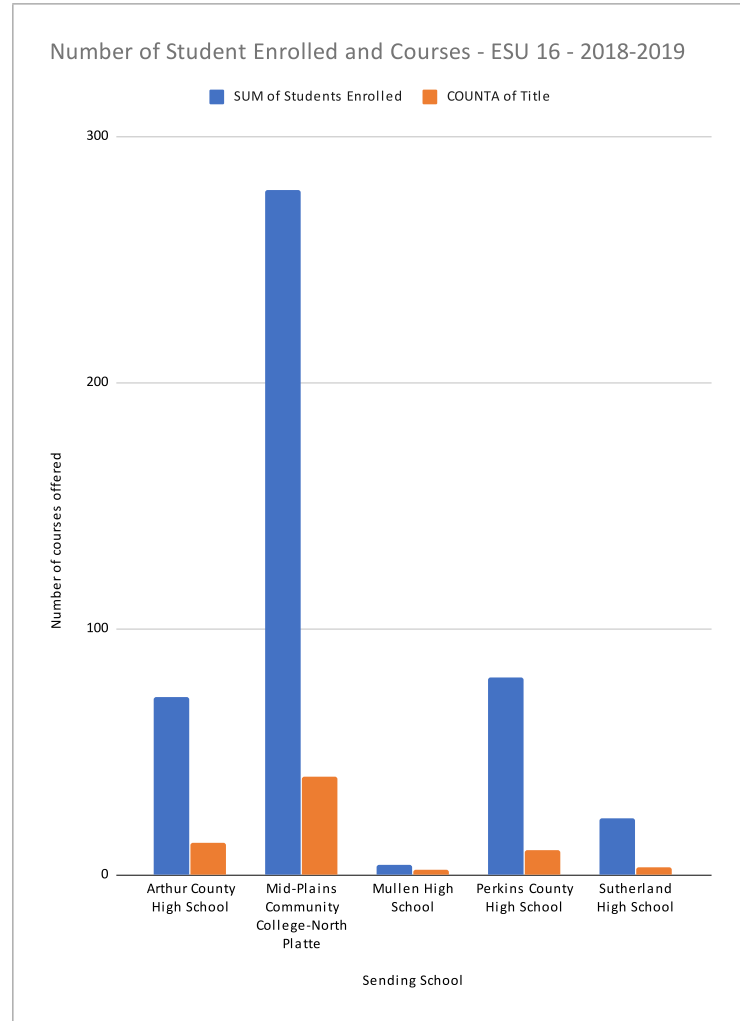


	Wauneta-Palisade High School		4	1
	PSYC 1810 Intro Psych Total		27	4
Sociology 1010	Hershey High School		5	1
	Mid-Plains Community College-McC		15	1
	Perkins County High School		3	1
	Pope John XXIII High School		7	1
	Sociology 1010 Total		30	4
SPCH 1110 Public Speaking	McPherson County Secondary Scho		1	1
	Mid-Plains Community College-McC		26	2
	SPCH 1110 Public Speaking Total		27	3
Mid-Plains Community College-McCook Total			307	43
Southwest Jr/Sr High School	ENGL 1020 Expository Writing II	Maxwell High School	2	1
		Sargent High School	6	1
		Southwest Jr/Sr High School	10	1
		Sutherland High School	11	1
	ENGL 1020 Expository Writing II Total		29	4
	English 1010 Expository Writing I	Maxwell High School	2	1
		Sargent High School	6	1
		Southwest Jr/Sr High School	10	1
		Sutherland High School	11	1
	English 1010 Expository Writing I Total		29	4
Southwest Jr/Sr High School Total			58	8
Grand Total			413	60

ESU 16 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	
Arthur County High School	SPAN 1020 Spanish II	Arthur County High School	10	2	
		Garden County High School	11	1	
		Hyannis High School	8	3	
		Mitchell Secondary School	1	1	
		Stapleton High School	3	1	
		Wauneta-Palisade High School	10	1	
		SPAN 1020 Spanish II Total		43	9
		Spanish I	Arthur County High School	9	1
			Creek Valley High School	2	1
			Garden County High School	11	1
Hyannis High School	7		1		
Spanish I Total		29	4		
Arthur County High School Total			72	13	
Mid-Plains Community College-North Platte	English 1010 Expository Writing I	Brady High School	15	2	
		Hayes Center Secondary School	2	2	
		Hershey High School	18	1	
		Maywood High School	8	2	
		Mid-Plains Community College-Nort	66	7	
		Paxton High School	22	2	
		Stapleton High School	2	2	
		Theford High School	14	2	
	English 1010 Expository Writing I Total		147	20	
	English 1020 Expository Writing I	Hershey High School	16	1	
		Mid-Plains Community College-Nort	4	1	
	English 1020 Expository Writing II Total		20	2	
	Math 1150 Coll Algebra	Anselmo-Merna High School	5	1	
		Arnold High School	11	1	
		Mid-Plains Community College-Nort	14	2	
		Wauneta-Palisade High School	7	1	
	Math 1150 Coll Algebra Total		37	5	
	Math 1250 Trigonometry	Mid-Plains Community College-Nort	23	2	
		Sargent High School	1	1	
		Wauneta-Palisade High School	1	1	
Math 1250 Trigonometry Total		25	4		
Math 1350 Applied Calculus	Mid-Plains Community College-Nort	8	1		
	Wauneta-Palisade High School	4	1		
Math 1350 Applied Calculus Total		12	2		
Math 1600 Analytic Geometry ar	Maywood High School	1	1		
	Mid-Plains Community College-Nort	8	1		
Math 1600 Analytic Geometry and Calculus I Total		9	2		
SPCH 1110 Public Speaking	Arthur County High School	5	1		
	Chase County High School	1	1		
	Mid-Plains Community College-Nort	13	2		
	Paxton High School	9	1		
	SPCH 1110 Public Speaking Total		28	5	
Mid-Plains Community College-North Platte Total			278	40	
Mullen High School	Physics	Hyannis High School	2	1	
		Mullen High School	2	1	
Physics Total		4	2		
Mullen High School Total			4	2	
Perkins County High School	Spanish I	Chase County High School	7	1	
		Leyton High School	17	1	
		McPherson County Secondary Schor	6	1	

Sending School	SUM of Students E	COUNTA of Title
Arthur County High School	72	13
Mid-Plains Community College-N	278	40
Mullen High School	4	2
Perkins County High School	80	10
Sutherland High School	23	3
Grand Total	457	68

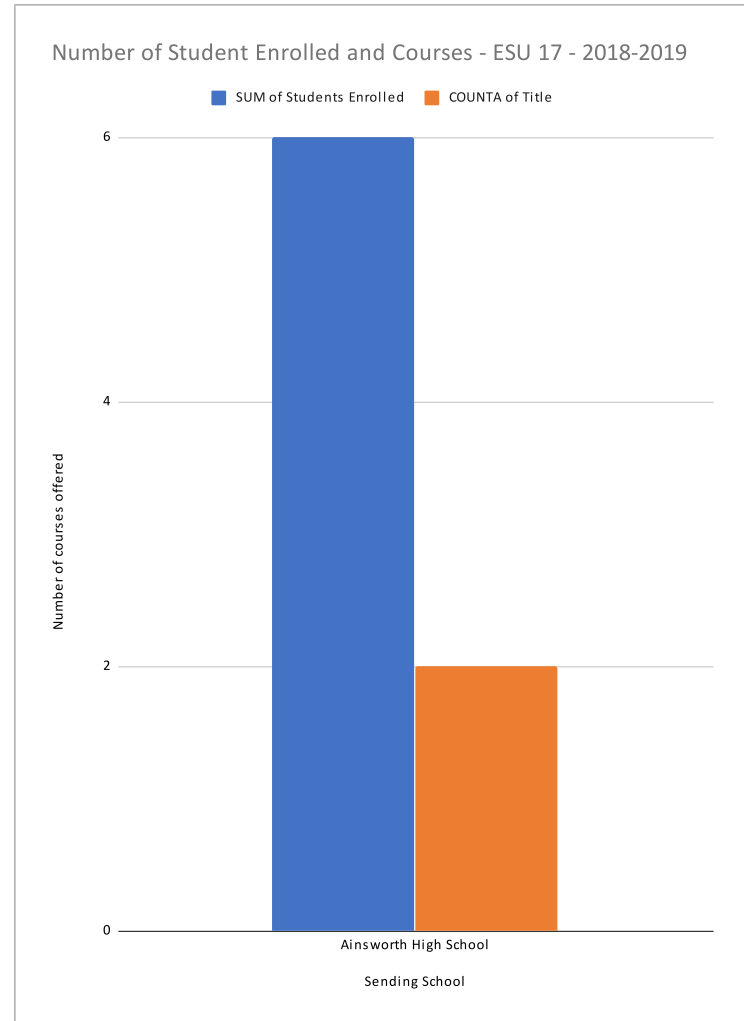


		Medicine Valley Jr-Sr High School	7	1
		Stapleton High School	13	1
		Thedford High School	9	1
	Spanish I Total		59	6
	Spanish II	Leyton High School	2	1
		McPherson County Secondary School	9	1
		Medicine Valley Jr-Sr High School	6	1
		Thedford High School	4	1
	Spanish II Total		21	4
Perkins County High School Total			80	10
Sutherland High School	Art I and II	Hay Springs High School	2	1
		Sutherland High School	19	1
	Art I and II Total		21	2
	Art I and III	Hayes Center Secondary School	2	1
	Art I and III Total		2	1
Sutherland High School Total			23	3
Grand Total			457	68

ESU 17 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title
Ainsworth High School	Physics	Ainsworth High School	5	1
		Rock County High School	1	1
	Physics Total		6	2
Ainsworth High School Total			6	2
Grand Total			6	2

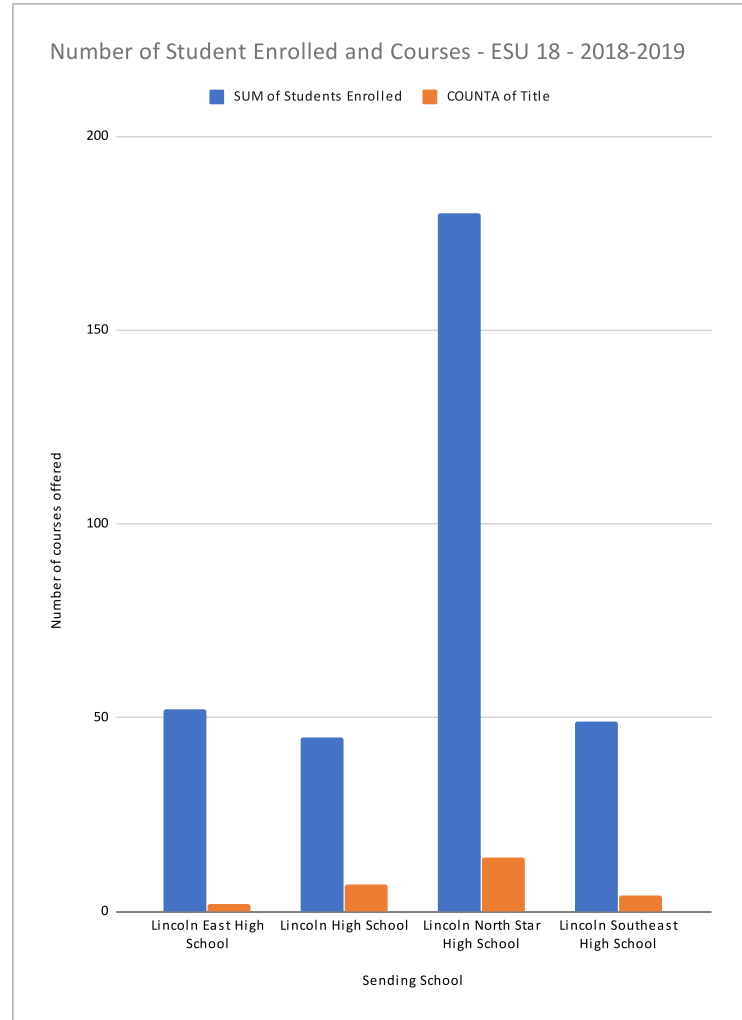
Sending School	SUM of Students E	COUNTA of Title
Ainsworth High School	6	2
Grand Total	6	2



ESU 18 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students	E COUNTA of Title
Lincoln East High School	CAD Architecture	Lincoln East High School	52	2
	CAD Architecture Total		52	2
Lincoln East High School Total			52	2
Lincoln High School	German 1/2	Lincoln High School	29	2
		Norfolk Senior High School	2	2
	German 1/2 Total		31	4
	German Level 2	Lincoln High School	12	1
		Twin River Sr High School	2	2
German Level 2 Total		14	3	
Lincoln High School Total			45	7
Lincoln North Star High School	Chinese 1st Yr.	Lincoln North Star High School	40	2
	Chinese 1st Yr. Total		40	2
	Chinese 2nd Year	Lincoln North Star High School	32	2
	Chinese 2nd Year Total		32	2
	Chinese 3/4	Lincoln North Star High School	20	2
	Chinese 3/4 Total		20	2
	French 1st Year	Cozad High School	9	4
Lincoln North Star High School		79	4	
French 1st Year Total		88	8	
Lincoln North Star High School Total			180	14
Lincoln Southeast High School	Holocaust Literature	Ashland-Greenwood High School	6	2
		Lincoln Southeast High School	43	2
	Holocaust Literature Total		49	4
Lincoln Southeast High School Total			49	4
Grand Total			326	27

Sending School	SUM of Students	E COUNTA of Title
Lincoln East High School	52	2
Lincoln High School	45	7
Lincoln North Star High School	180	14
Lincoln Southeast High School	49	4
Grand Total	326	27



ESU 19 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E COUNTA of Title
Grand Total			

<i>Sending School</i>	SUM of Students E COUNTA of Title
Grand Total	

No data		

ESU Comparison of Enrollment in Distance Learning Courses from 2011 – 2019 (All courses)

Sending ESU	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Totals
ESU 1	692	847	577	168	46	128	128	67	2,653
ESU 10	1,711	1,780	1,016	1,097	964	773	773	512	8,626
ESU 11	105	94	60	33	2				294
ESU 13	663	837	730	439	469	369	369	452	4,328
ESU 15	574	594	472	434	362	384	384	413	3,617
ESU 16	652	618	601	500	528	508	508	457	4,372
ESU 17	153	94	51	60	35	20	20	6	439
ESU 18	282	312	442	435	157	426	426	326	2,806
ESU 19	75	61	60						196
ESU 2	143	192	155	161	226	32	32		941
ESU 3			6		2	1	1		10
ESU 4		52	63	70	67	30	30	29	341
ESU 5	2,883	1,496	1,573	1,573	1,476	18	18	149	9,186
ESU 6			34	13	1				48
ESU 7	1,033	849	906	720	529	456	456	257	5,206
ESU 8	782	755	587	573	588	597	597	176	4,655
ESU 9	109	59	56	79	51	91	91		536
ESU CC		0	3						3
N/A			11		0	1	1	20	33
Grand Total	9,857	8,640	7,403	6,355	5,503	3,834	3,834	2,864	48,290

Comparison of Rural Schools vs Metro Schools (ESU 18 and ESU 19) from 2011-2019

Rural Schools (Not ESU 18 or ESU 19)	Courses	Students
Sending Schools	6,262	34,627
Enrolled Schools	7,368	40,059

Metro School (only ESU 18 and ESU 19)

Sending Schools	319	2,843
Enrolled Schools (sent across state)	346	3,029
Only ESU 18 and ESU 19 Schools	205	2,580

LEGISLATIVE BILL 519

Approved by the Governor May 13, 2015

Introduced by Sullivan, 41.

A BILL FOR AN ACT relating to education; to amend sections 79-8,134, 79-8,137, 79-8,137.01, 79-8,137.02, 79-8,137.03, 79-8,137.04, 79-8,137.05, 79-1001, 79-1003, 79-1007.11, 79-1017.01, 79-1337, 85-1412, and 85-1920, Reissue Revised Statutes of Nebraska, and section 9-812, Revised Statutes Cumulative Supplement, 2014; to change provisions relating to the Nebraska Education Improvement Fund, the Attracting Excellence to Teaching Program, the Enhancing Excellence in Teaching Program, the Tax Equity and Educational Opportunities Support Act, distance education incentives, the Coordinating Commission for Postsecondary Education, and the Nebraska Opportunity Grant Fund; to provide for competitive innovation grants; to create funds; to provide for best practices aid; to adopt the Expanded Learning Opportunity Grant Program Act and the Community College Gap Assistance Program Act; to require a study of postsecondary education by the Education Committee of the Legislature; to eliminate obsolete provisions; to harmonize provisions; to repeal the original sections; and to outright repeal section 79-2306, Reissue Revised Statutes of Nebraska. Be it enacted by the people of the State of Nebraska,

Section 1. Section 9-812, Revised Statutes Cumulative Supplement, 2014, is amended to read:

9-812 (1) All money received from the operation of lottery games conducted pursuant to the State Lottery Act in Nebraska shall be credited to the State Lottery Operation Trust Fund, which fund is hereby created. All payments of the costs of establishing and maintaining the lottery games shall be made from the State Lottery Operation Cash Fund. In accordance with legislative appropriations, money for payments for expenses of the division shall be transferred from the State Lottery Operation Trust Fund to the State Lottery Operation Cash Fund, which fund is hereby created. All money necessary for the payment of lottery prizes shall be transferred from the State Lottery Operation Trust Fund to the State Lottery Prize Trust Fund, which fund is hereby created. The amount used for the payment of lottery prizes shall not be less than forty percent of the dollar amount of the lottery tickets which have been sold.

(2) A portion of the dollar amount of the lottery tickets which have been sold on an annualized basis shall be transferred from the State Lottery Operation Trust Fund to the Education Innovation Fund, the Nebraska Opportunity Grant Fund, the Nebraska Education Improvement Fund, the Nebraska Environmental Trust Fund, the Nebraska State Fair Board, and the Compulsive Gamblers Assistance Fund as provided in subsection (3) of this section. The dollar amount transferred pursuant to this subsection shall equal the greater of (a) the dollar amount transferred to the funds in fiscal year 2002-03 or (b) any amount which constitutes at least twenty-two percent and no more than twenty-five percent of the dollar amount of the lottery tickets which have been sold on an annualized basis. To the extent that funds are available, the Tax Commissioner and director may authorize a transfer exceeding twenty-five percent of the dollar amount of the lottery tickets sold on an annualized basis.

(3) Of the money available to be transferred to the Education Innovation Fund, the Nebraska Opportunity Grant Fund, the Nebraska Education Improvement Fund, the Nebraska Environmental Trust Fund, the Nebraska State Fair Board, and the Compulsive Gamblers Assistance Fund:

(a) The first five hundred thousand dollars shall be transferred to the Compulsive Gamblers Assistance Fund to be used as provided in section 9-1006;

(b) Beginning July 1, 2016, forty-four and one-half percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska Education Improvement Fund;

(c) Through June 30, 2016, nineteen and three-fourths percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Education Innovation Fund;

(d) Through June 30, 2016, twenty-four and three-fourths percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska Opportunity Grant Fund;

(e) Forty-four and one-half percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska Environmental Trust Fund to be used as provided in the Nebraska Environmental Trust Act;

(f) Ten percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska State Fair Board if the most populous city within the county in which the fair is located provides

matching funds equivalent to ten percent of the funds available for transfer. Such matching funds may be obtained from the city and any other private or public entity, except that no portion of such matching funds shall be provided by the state. If the Nebraska State Fair ceases operations, ten percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the General Fund; and

(g) One percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Compulsive Gamblers Assistance Fund to be used as provided in section 9-1006.

(4)(a) The Education Innovation Fund is created. At least seventy-five percent of the lottery proceeds allocated to the Education Innovation Fund shall be available for disbursement.

~~(b) For fiscal year 2013-14, the Education Innovation Fund shall be allocated as follows: (i) The first one million dollars shall be transferred to the Excellence in Teaching Cash Fund to fund the Excellence in Teaching Act; (ii) the next allocation shall be distributed to local systems as grants for approved accelerated or differentiated curriculum programs for students identified as learners with high ability pursuant to section 79-1108.02 in an aggregated amount up to the amount distributed in the prior fiscal year for such purposes increased by the basic allowable growth rate pursuant to section 79-1025; (iii) up to the next one hundred sixty thousand dollars shall be used by the State Department of Education to implement section 79-759; (iv) the next one million seven hundred fifty thousand dollars shall be allocated to early childhood education grants awarded by the department pursuant to section 79-1103; (v) the next one million dollars shall be transferred to the Early Childhood Education Endowment Cash Fund for use pursuant to section 79-1104.02; (vi) the next two hundred thousand dollars shall be used to provide grants to establish bridge programs pursuant to sections 79-1189 to 79-1195; (vii) the next ten thousand dollars shall be used to fund the Interstate Compact on Educational Opportunity for Military Children; (viii) the next eighty-five thousand five hundred fifty dollars shall be allocated to the State Department of Education for distribution pursuant to section 79-2306; and (ix) the amount remaining shall be allocated, after administrative expenses, for distance education equipment and incentives pursuant to sections 79-1336 and 79-1337. No funds received as allocations from the Education Innovation Fund pursuant to this subdivision may be obligated for payment to be made after June 30, 2016.~~

~~(b e) For fiscal year 2014-15, the Education Innovation Fund shall be allocated, after administrative expenses, as follows: (i) The first one million two hundred thousand dollars shall be transferred to the Excellence in Teaching Cash Fund to fund the Excellence in Teaching Act; (ii) the next allocation shall be distributed to local systems as grants for approved accelerated or differentiated curriculum programs for students identified as learners with high ability pursuant to section 79-1108.02 in an aggregated amount up to the amount distributed in the prior fiscal year for such purposes increased by the basic allowable growth rate pursuant to section 79-1025; (iii) the next one million eight hundred fifty thousand dollars shall be allocated to early childhood education grants awarded by the State Department of Education pursuant to section 79-1103; (iv) the next one million dollars shall be transferred to the Early Childhood Education Endowment Cash Fund for use pursuant to section 79-1104.02; (v) the next two hundred thousand dollars shall be used to provide grants to establish bridge programs pursuant to sections 79-1189 to 79-1195; (vi) the next ten thousand dollars shall be used to fund the Interstate Compact on Educational Opportunity for Military Children; (vii) the next two million dollars shall be allocated for distance education equipment and incentives pursuant to sections 79-1336 and 79-1337; (viii) the next one million dollars shall be transferred to the School District Reorganization Fund; (ix) up to the next one hundred forty-five thousand dollars shall be used by the State Department of Education to implement section 79-759; and (x) the next three hundred thirty-five thousand dollars shall be allocated to local systems as grants awarded by the State Department of Education to assist schools in evaluating and improving career education programs to align such programs with the state's economic and workforce needs. Except for funds transferred to the School District Reorganization Fund, the Early Childhood Education Endowment Cash Fund, or the department for early childhood education grants pursuant to section 79-1103, no funds received as allocations from the Education Innovation Fund pursuant to this subdivision may be obligated for payment to be made after June 30, 2016, and such funds received as transfers or allocations from the Education Innovation Fund that have not been used for their designated purpose as of such date shall be transferred to the Nebraska Education Improvement Fund on or before August 1, 2016.~~

~~(c d) For fiscal year 2015-16, the Education Innovation Fund shall be allocated, after administrative expenses, as follows: (i) The first one million two hundred thousand dollars shall be transferred to the Excellence in Teaching Cash Fund to fund the Excellence in Teaching Act; (ii) the next allocation shall be distributed to local systems as grants for approved accelerated or differentiated curriculum programs for students identified as learners with high ability pursuant to section 79-1108.02 in an aggregated amount up to the amount distributed in the prior fiscal year for such purposes increased by the basic allowable growth rate pursuant to section 79-1025; (iii) the next one million nine hundred fifty thousand dollars shall be allocated to early~~

childhood education grants awarded by the State Department of Education pursuant to section 79-1103; (iv) the next one million dollars shall be transferred to the Early Childhood Education Endowment Cash Fund for use pursuant to section 79-1104.02; (v) the next ten thousand dollars shall be used to fund the Interstate Compact on Educational Opportunity for Military Children; (vi) the next two million five hundred thousand dollars shall be allocated for distance education equipment and incentives pursuant to sections 79-1336 and 79-1337; (vii) the next one million dollars shall be transferred to the School District Reorganization Fund; (viii) up to the next one hundred forty-five thousand dollars shall be used by the State Department of Education to implement section 79-759; and (ix) of the amount remaining, (A) three million dollars shall be retained in the Education Innovation Fund to transfer to the Nebraska Education Improvement Fund on June 30, 2016, and (B) the remaining amount shall be allocated to local systems as grants awarded by the State Department of Education to assist schools in evaluating and improving career education programs to align such programs with the state's economic and workforce needs. Except for funds transferred to the School District Reorganization Fund, the Early Childhood Education Endowment Cash Fund, or the department for early childhood education grants pursuant to section 79-1103, no funds received as allocations from the Education Innovation Fund pursuant to this subdivision may be obligated for payment to be made after June 30, 2016, and such funds received as transfers or allocations from the Education Innovation Fund that have not been used for their designated purpose as of such date shall be transferred to the Nebraska Education Improvement Fund on or before August 1, 2016.

(d e) The Education Innovation Fund terminates on June 30, 2016. Any money in the fund on such date shall be transferred to the Nebraska Education Improvement Fund on such date.

(5) The Nebraska Education Improvement Fund is created. The fund shall consist of money transferred pursuant to subsections (3) and (4) of this section, money transferred pursuant to section 85-1920, and any other funds appropriated by the Legislature. The fund shall be allocated, after actual and necessary administrative expenses, as provided in this section for fiscal years 2016-17 through 2020-21. A portion of each allocation may be retained by the agency to which the allocation is made or the agency administering the fund to which the allocation is made for actual and necessary expenses incurred by such agency for administration, evaluation, and technical assistance related to the purposes of the allocation, except that no amount of the allocation to the Nebraska Opportunity Grant Fund may be used for such purposes. On or before December 31, 2019, the Education Committee of the Legislature shall electronically submit recommendations to the Clerk of the Legislature regarding how the fund should be allocated to best advance the educational priorities of the state for the five-year period beginning with fiscal year 2021-22. For fiscal year 2016-17, an amount equal to ten percent of the revenue allocated to the Education Innovation Fund and to the Nebraska Opportunity Grant Fund for fiscal year 2015-16 shall be retained in the Nebraska Education Improvement Fund. For fiscal years 2017-18 through 2020-21, an amount equal to ten percent of the revenue received by the Nebraska Education Improvement Fund in the prior fiscal year shall be retained in the fund. For fiscal years 2016-17 through 2020-21, the remainder of the fund shall be allocated as follows: Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(a) One percent of the allocated funds to the Expanded Learning Opportunity Grant Fund to carry out the Expanded Learning Opportunity Grant Program Act;

(b) Seventeen percent of the allocated funds to the Department of Education Innovative Grant Fund for competitive innovation grants pursuant to section 2 of this act;

(c) Nine percent of the allocated funds to the Community College Gap Assistance Program Fund to carry out the community college gap assistance program;

(d) Eight percent of the allocated funds to the Excellence in Teaching Cash Fund to carry out the Excellence in Teaching Act;

(e) Sixty-two percent of the allocated funds to the Nebraska Opportunity Grant Fund to carry out the Nebraska Opportunity Grant Act in conjunction with appropriations from the General Fund; and

(f) Three percent of the allocated funds to fund distance education incentives pursuant to section 79-1337.

(6) Any money in the State Lottery Operation Trust Fund, the State Lottery Operation Cash Fund, the State Lottery Prize Trust Fund, the Nebraska Education Improvement Fund, or the Education Innovation Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(7) Unclaimed prize money on a winning lottery ticket shall be retained for a period of time prescribed by rules and regulations. If no claim is made within such period, the prize money shall be used at the discretion of the Tax Commissioner for any of the purposes prescribed in this section.

Sec. 2. (1) The State Board of Education shall establish a competitive innovation grant program with funding from the Nebraska Education Improvement Fund pursuant to section 9-812. Grantees shall be a school district, an educational service unit, or a combination of entities that includes at least one school district or educational service unit. For grantees that consist of a

combination of entities, a participating school district or educational service unit shall be designated to act as the fiscal agent and administer the program funded by the grant. The state board shall only award grants pursuant to applications that the state board deems to be sufficiently innovative and to have a high chance of success.

(2) An application for a grant pursuant to subsection (1) of this section shall describe:

(a) Specific measurable objectives for improving education outcomes for early childhood students, elementary students, middle school students, or high school students or for improving the transitions between any successive stages of education or between education and the workforce;

(b) The method for annually evaluating progress toward a measurable objective, with a summative evaluation of progress submitted to the state board and electronically to the Education Committee of the Legislature on or before July 1, 2019;

(c) The potential for the project to be both scalable and replicable; and

(d) Any cost savings that could be achieved by reductions in other programs if the funded program is successful.

(3) Based on evaluations received on or before July 1, 2019, for each grant, the State Board of Education shall recommend the grant project as:

(a) Representing a best practice;

(b) A model for a state-supported program; or

(c) A local issue for further study.

(4) For grant projects that are recommended as best practices, the State Board of Education may establish criteria allowing such best practices to be included in the best practices allowance to school districts pursuant to section 11 of this act beginning with aid calculated for school fiscal year 2021-22. The criteria shall:

(a) Specify qualifications for a school district to participate in the best practices allowance for each best practice to be included in the allowance;

(b) Specify a best practices dollar amount based on eighty-five percent of the estimated costs related to each best practice included in the allowance that would not otherwise be incurred without the best practice, that do not replace other such costs, and that are not included in another allowance;

(c) Specify an accountability process which will result in a future aid correction if a school district is found to be in violation of any of the qualifications; and

(d) Specify any other criteria deemed relevant by the state board.

(5) On or before November 1, 2020, and on or before November 1 of each year thereafter, the department shall certify to each qualifying school district the amount of the best practices cost pursuant to this section for such school district and the total best practices cost for all qualifying school districts to be included in the calculation of state aid for the next school fiscal year.

(6) On or before December 1, 2017, and on or before December 1 of each year thereafter, the state board shall electronically submit a report to the Clerk of the Legislature on all such grants, including, but not limited to, the results of the evaluations for each grant and on the best practices allowance if the allowance has been implemented. The state board may adopt and promulgate rules and regulations to carry out this section, including, but not limited to, application procedures, selection procedures, and annual evaluation reporting procedures.

(7) The Department of Education Innovative Grant Fund is created. The fund shall be administered by the State Department of Education and shall consist of transfers pursuant to section 9-812, repayments of grant funds, and interest payments received in the course of administering this section. The fund shall be used to carry out this section. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 3. Section 79-8,134, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,134 The purposes of the Attracting Excellence to Teaching Program are to:

(1) Attract outstanding students to major in shortage areas at the teacher education programs of Nebraska's postsecondary educational institutions;

(2) Retain resident students and graduates as teachers in the accredited school districts, educational service units, and private schools or approved public and private schools of Nebraska; and

(3) Establish a loan contract that requires a borrower to obtain employment as a teacher in this state after graduation.

Sec. 4. Section 79-8,137, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137 (1)(a) Prior to receiving any money from a loan pursuant to the Attracting Excellence to Teaching Program, an eligible student shall enter into a contract with the department. ~~Such contract shall provide notice to the eligible student that funding for loans pursuant to the Attracting Excellence to Teaching Program terminates on June 30, 2016.~~ Such contract shall be exempt from the requirements of sections 73-501 to 73-510.

(b) For eligible students who applied for the first time prior to April 23, 2009, the contract shall require that if (i) the borrower is not employed as a teacher in Nebraska for a time period equal to the number of years required for loan forgiveness pursuant to subsection (2) of this section and is

not enrolled as a full-time student in a graduate program within six months after obtaining an undergraduate degree for which a loan from the program was obtained or (ii) the borrower does not complete the requirements for graduation within five consecutive years after receiving the initial loan under the program, then the loan must be repaid, with interest at the rate fixed pursuant to section 45-103 accruing as of the date the borrower signed the contract, and an appropriate penalty as determined by the department may be assessed. If a borrower fails to remain enrolled at an eligible institution or otherwise fails to meet the requirements of an eligible student, repayment of the loan shall commence within six months after such change in eligibility. The State Board of Education may by rules and regulations provide for exceptions to the conditions of repayment pursuant to this subdivision based upon mitigating circumstances.

(c) For eligible students who apply for the first time on or after April 23, 2009, the contract shall require that if (i) the borrower is not employed as a full-time teacher teaching in an approved or accredited school in Nebraska and teaching at least a portion of the time in the shortage area for which the loan was received for a time period equal to the number of years required for loan forgiveness pursuant to subsection (3) of this section or and is not enrolled as a full-time student in a graduate program within six months after obtaining an undergraduate degree for which a loan from the program was obtained or (ii) the borrower does not complete the requirements for graduation within five consecutive years after receiving the initial loan under the program, then the loan shall be repaid with interest at the rate fixed pursuant to section 45-103 accruing as of the date the borrower signed the contract and actual collection costs as determined by the department. If a borrower fails to remain enrolled at an eligible institution or otherwise fails to continue to be an eligible student, repayment of the loan shall commence within six months after such change in eligibility. The State Board of Education may by rule and regulation provide for exceptions to the conditions of repayment pursuant to this subdivision based upon mitigating circumstances.

(2) If the borrower applied for the first time prior to April 23, 2009, and (a) successfully completes the teacher education program and becomes certified pursuant to sections 79-806 to 79-815, (b) becomes employed as a teacher in this state within six months of becoming certified, and (c) otherwise meets the requirements of the contract, payments shall be suspended for the number of years that the borrower is required to remain employed as a teacher in this state under the contract. For each year that the borrower teaches in Nebraska pursuant to the contract, payments shall be forgiven in an amount equal to the amount borrowed for one year, except that if the borrower teaches in a school district that is in a local system classified as very sparse as defined in section 79-1003 or teaches in a school district in which at least forty percent of the students are poverty students as defined in section 79-1003, payments shall be forgiven each year in an amount equal to the amount borrowed for two years.

(3)(a) If the borrower applies for the first time on or after April 23, 2009, and (i a) successfully completes the teacher education program and major for which the borrower is receiving a forgivable loan pursuant to the program and becomes certified pursuant to sections 79-806 to 79-815 with an endorsement in the shortage area for which the loan was received, (ii b) becomes employed as a full-time teacher teaching at least a portion of the time in the shortage area for which the loan was received in an approved or accredited school in this state within six months of becoming certified, and (iii c) otherwise meets the requirements of the contract, payments shall be suspended for the number of years that the borrower is required to remain employed as a teacher in this state under the contract.

(b) Beginning after the first two years of teaching full-time in Nebraska following graduation for the degree for which the loan was received, for each year that the borrower teaches full-time in Nebraska pursuant to the contract, the loan shall be forgiven in an amount equal to three thousand dollars, except that if the borrower teaches full-time in a school district that is in a local system classified as very sparse as defined in section 79-1003, teaches in a school building in which at least forty percent of the formula students are poverty students as defined in section 79-1003, or teaches in an accredited or approved private school in Nebraska in which at least forty percent of the enrolled students qualified for free lunches as determined by the most recent data available from the department, payments shall be forgiven each year in an amount equal to six thousand dollars.

Sec. 5. Section 79-8,137.01, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.01 The Enhancing Excellence in Teaching Program is created. For purposes of the Enhancing Excellence in Teaching Program:

(1) Department means the State Department of Education;

(2) Eligible graduate program means a program of study offered by an eligible institution which results in obtaining a graduate degree;

(3) Eligible institution means a not-for-profit college or university which (a) is located in Nebraska, (b) is accredited by a regional accrediting agency recognized by the United States Department of Education as determined to be acceptable by the State Board of Education, (c) has a teacher education program, and (d) if a privately funded college or university, has not opted out of the Enhancing Excellence in Teaching Program pursuant to rules and regulations;

(4) Eligible student means an individual who (a) is a certificated teacher employed to teach in an approved or accredited school in Nebraska, (b) is

enrolled in an eligible graduate program, including a course of study leading to an endorsement in a shortage area specified by the State Board of Education, (c) if enrolled at a state-funded eligible institution, is a resident student as described in section 85-502 or, if enrolled in a privately funded eligible institution, would be deemed a resident student if enrolled in a state-funded eligible institution, (d) is majoring in a shortage area, curriculum and instruction, a subject area in which the individual already holds a secular teaching endorsement, or a subject area that will result in an additional secular teaching endorsement which the superintendent of the school district or head administrator of the private, denominational, or parochial school employing the individual believes will be beneficial to the students of such school district or school as evidenced by a statement signed by the superintendent or head administrator, and (e) is applying for a loan pursuant to the Enhancing Excellence in Teaching Program to be received at a time other than during fiscal year 2011-12 or 2012-13;

(5) Majoring in a shortage area or subject area means pursuing a degree or course of study which will allow an individual to be properly endorsed to teach in such shortage area or subject area; and

(6) Shortage area means a secular field of teaching or endorsement area for which there is a shortage, as determined by the department, of properly endorsed teachers at the time the borrower first receives funds pursuant to the Enhancing Excellence in Teaching Program.

Sec. 6. Section 79-8,137.02, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.02 The purposes of the Enhancing Excellence in Teaching Program are to:

(1) Retain teachers in the accredited school districts, educational service units, and private schools or approved ~~public and~~ private schools of Nebraska;

(2) Improve the skills of existing teachers in Nebraska through the graduate education or endorsement programs of Nebraska's postsecondary educational institutions; and

(3) Establish a loan contract that requires a borrower to continue employment as a teacher in this state after graduation from an eligible graduate or endorsement program.

Sec. 7. Section 79-8,137.03, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.03 (1) The department shall administer the Enhancing Excellence in Teaching Program either directly or by contracting with public or private entities.

(2) To be eligible for the program, an eligible student shall:

(a) Agree to complete an eligible graduate or endorsement program at an eligible institution and to complete the program ~~major~~ on which the applicant's eligibility is based as determined by the department; and

(b) Commit to teach in an accredited or approved public or private school in Nebraska upon successful completion of the eligible graduate or endorsement program for which the applicant is applying to the Enhancing Excellence in Teaching Program and to maintaining certification pursuant to sections 79-806 to 79-815.

(3) Eligible students may apply on an annual basis for loans in an amount of not more than one hundred seventy-five dollars per credit hour. Loans awarded to individual students shall not exceed a cumulative period exceeding five consecutive years. Loans shall only be awarded through the department. Loans shall be funded pursuant to section 79-8,137.05.

Sec. 8. Section 79-8,137.04, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.04 (1) Prior to receiving any money from a loan pursuant to the Enhancing Excellence in Teaching Program, an eligible student shall enter into a contract with the department. ~~Such contract shall provide notice to the eligible student that funding for loans pursuant to the Enhancing Excellence in Teaching Program terminates on June 30, 2016.~~ Such contract shall be exempt from the requirements of sections 73-501 to 73-510. The contract shall require that if (a) the borrower is not employed as a full-time teacher teaching in an approved or accredited school in Nebraska for a time period equal to the number of years required for loan forgiveness pursuant to subsection (2) of this section or (b) the borrower does not complete the requirements for graduation within five consecutive years after receiving the initial loan under the program, then the loan shall be repaid, with interest at the rate fixed pursuant to section 45-103 accruing as of the date the borrower signed the contract and actual collection costs as determined by the department. If a borrower fails to remain enrolled at an eligible institution or otherwise fails to meet the requirements of an eligible student, repayment of the loan shall commence within six months after such change in eligibility. The State Board of Education may by rules and regulations provide for exceptions to the conditions of repayment pursuant to this subsection based upon mitigating circumstances.

(2)(a) If the borrower (i a) successfully completes the eligible graduate or endorsement program and ~~major~~ for which the borrower is receiving a forgivable loan pursuant to the Enhancing Excellence in Teaching Program and maintains certification pursuant to sections 79-806 to 79-815, (ii b) maintains employment as a teacher in an approved or accredited school in this state, and (iii c) otherwise meets the requirements of the contract, payments shall be suspended for the number of years that the borrower is required to remain employed as a teacher in this state under the contract.

(b) For funds received prior to July 1, 2016, beginning after the first two years of teaching full-time in Nebraska following graduation for the degree for which the loan was received, for each year that the borrower teaches full-time in Nebraska pursuant to the contract, the loan shall be forgiven in an amount equal to three thousand dollars, except that if the borrower teaches full-time in a school district that is in a local system classified as very sparse as defined in section 79-1003, teaches in a school building in which at least forty percent of the students are poverty students as defined in section 79-1003, or teaches in an accredited or approved private school in Nebraska in which at least forty percent of the enrolled students qualified for free lunches as determined by the most recent data available from the department, payments shall be forgiven each year in an amount equal to six thousand dollars.

(c) For funds received on or after July 1, 2016, beginning after the first two years of teaching full-time in Nebraska following graduation for the degree for which the loan was received, for each year that the borrower teaches full-time in Nebraska pursuant to the contract, the loan shall be forgiven in an amount equal to one thousand five hundred dollars, except that if the borrower teaches full-time in a school district that is in a local system classified as very sparse as defined in section 79-1003, teaches in a school building in which at least forty percent of the formula students are poverty students as defined in section 79-1003, or teaches in an accredited private school or educational service unit or an approved private school in Nebraska in which at least forty percent of the enrolled students qualified for free lunches as determined by the most recent data available from the department, payments shall be forgiven each year in an amount equal to one thousand five hundred dollars for the first year of loan forgiveness and three thousand dollars for each year of loan forgiveness thereafter.

Sec. 9. Section 79-8,137.05, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.05 (1) The Excellence in Teaching Cash Fund is created. The fund shall consist of appropriations by the Legislature, transfers pursuant to section 9-812, and loan repayments, penalties, and interest payments received in the course of administering the Attracting Excellence to Teaching Program and the Enhancing Excellence in Teaching Program.

(2) ~~For all fiscal years except fiscal years 2011-12 and 2012-13, the department shall allocate on an annual basis up to four hundred thousand dollars in the aggregate of the funds to be distributed for the Attracting Excellence to Teaching Program to all eligible institutions according to the distribution formula as determined by rule and regulation. The eligible institutions shall act as agents of the department in the distribution of the funds for the Attracting Excellence to Teaching Program to eligible students. The department shall allocate on an annual basis up to eight hundred thousand dollars of the remaining available funds to shall be distributed by the department to eligible students for the Enhancing Excellence in Teaching Program. Funding amounts granted in excess of one million two hundred thousand dollars shall be evenly divided for distribution between the two programs.~~

(3) ~~For fiscal years 2011-12 and 2012-13, the department shall allocate on an annual basis funds to be distributed for the Attracting Excellence to Teaching Program to all eligible institutions receiving applications from eligible students for loans to be received during such fiscal years. The distribution for each of fiscal years 2011-12 and 2012-13 shall be proportional based on the amounts applied for by eligible students at each institution, except that no more than one hundred percent of such amounts shall be distributed. The eligible institutions shall act as agents of the department in the distribution of the funds for the Attracting Excellence to Teaching Program to eligible students.~~

(3 4) Any money remaining in the fund on August 1, ~~2021~~ 2016, shall be transferred to the Nebraska Education Improvement Fund on such date.

(4 5) Any money in the Excellence in Teaching Cash Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 10. Section 79-1001, Reissue Revised Statutes of Nebraska, is amended to read:

79-1001 Sections 79-1001 to 79-1033 and section 11 of this act shall be known and may be cited as the Tax Equity and Educational Opportunities Support Act.

Sec. 11. Beginning with aid calculated for school fiscal year 2021-22, for any school fiscal year for which the best practices allowance has been implemented by the State Board of Education, the State Department of Education shall calculate a best practices allowance for each school district qualifying pursuant to section 2 of this act equal to the lesser of (1) the best practices cost certified pursuant to section 2 of this act for such school district or (2) the product of the best practices cost certified pursuant to section 2 of this act for such school district multiplied by the ratio of one million dollars divided by the aggregate total of the best practices cost certified for all qualifying school districts for such school fiscal year. Fifty percent of the best practices allowance calculated pursuant to this section for each qualifying school district shall be paid to such school district as best practices aid for the school fiscal year for which aid is being calculated.

Sec. 12. Section 79-1003, Reissue Revised Statutes of Nebraska, is amended to read:

79-1003 For purposes of the Tax Equity and Educational Opportunities

Support Act:

(1) Adjusted general fund operating expenditures means (a) for school fiscal years 2013-14 through 2015-16, the difference of the general fund operating expenditures as calculated pursuant to subdivision (22) of this section increased by the cost growth factor calculated pursuant to section 79-1007.10, minus the transportation allowance, special receipts allowance, poverty allowance, limited English proficiency allowance, distance education and telecommunications allowance, elementary site allowance, summer school allowance, instructional time allowance, teacher education allowance, and focus school and program allowance, and (b) for school fiscal year 2016-17 and each school fiscal year thereafter, the difference of the general fund operating expenditures as calculated pursuant to subdivision (22) of this section increased by the cost growth factor calculated pursuant to section 79-1007.10, minus the transportation allowance, special receipts allowance, poverty allowance, limited English proficiency allowance, distance education and telecommunications allowance, elementary site allowance, summer school allowance, best practices allowance, and focus school and program allowance;

(2) Adjusted valuation means the assessed valuation of taxable property of each local system in the state, adjusted pursuant to the adjustment factors described in section 79-1016. Adjusted valuation means the adjusted valuation for the property tax year ending during the school fiscal year immediately preceding the school fiscal year in which the aid based upon that value is to be paid. For purposes of determining the local effort rate yield pursuant to section 79-1015.01, adjusted valuation does not include the value of any property which a court, by a final judgment from which no appeal is taken, has declared to be nontaxable or exempt from taxation;

(3) Allocated income tax funds means the amount of assistance paid to a local system pursuant to section 79-1005.01 as adjusted by the minimum levy adjustment pursuant to section 79-1008.02;

(4) Average daily membership means the average daily membership for grades kindergarten through twelve attributable to the local system, as provided in each district's annual statistical summary, and includes the proportionate share of students enrolled in a public school instructional program on less than a full-time basis;

(5) Base fiscal year means the first school fiscal year following the school fiscal year in which the reorganization or unification occurred;

(6) Board means the school board of each school district;

(7) Categorical funds means funds limited to a specific purpose by federal or state law, including, but not limited to, Title I funds, Title VI funds, federal vocational education funds, federal school lunch funds, Indian education funds, Head Start funds, and funds from the Education Innovation Fund. Categorical funds does not include funds received pursuant to section 79-1028.02 or 79-1028.04;

(8) Consolidate means to voluntarily reduce the number of school districts providing education to a grade group and does not include dissolution pursuant to section 79-498;

(9) Converted contract means an expired contract that was in effect for at least fifteen school years beginning prior to school year 2012-13 for the education of students in a nonresident district in exchange for tuition from the resident district when the expiration of such contract results in the nonresident district educating students, who would have been covered by the contract if the contract were still in effect, as option students pursuant to the enrollment option program established in section 79-234;

(10) Converted contract option student means a student who will be an option student pursuant to the enrollment option program established in section 79-234 for the school fiscal year for which aid is being calculated and who would have been covered by a converted contract if the contract were still in effect and such school fiscal year is the first school fiscal year for which such contract is not in effect;

(11) Department means the State Department of Education;

(12) District means any Class I, II, III, IV, V, or VI school district and, beginning with the calculation of state aid for school fiscal year 2011-12 and each school fiscal year thereafter, a unified system as defined in section 79-4,108;

(13) Ensuing school fiscal year means the school fiscal year following the current school fiscal year;

(14) Equalization aid means the amount of assistance calculated to be paid to a local system pursuant to sections 79-1007.11 to 79-1007.23, 79-1007.25, 79-1008.01 to 79-1022, 79-1022.02, 79-1028.02, and 79-1028.04;

(15) Fall membership means the total membership in kindergarten through grade twelve attributable to the local system as reported on the fall school district membership reports for each district pursuant to section 79-528;

(16) Fiscal year means the state fiscal year which is the period from July 1 to the following June 30;

(17) Formula students means:

(a) For state aid certified pursuant to section 79-1022, the sum of the product of fall membership from the school fiscal year immediately preceding the school fiscal year in which the aid is to be paid multiplied by the average ratio of average daily membership to fall membership for the second school fiscal year immediately preceding the school fiscal year in which the aid is to be paid and the prior two school fiscal years plus sixty percent of the qualified early childhood education fall membership plus tuitioned students from the school fiscal year immediately preceding the school fiscal year in

which aid is to be paid minus the product of the number of students enrolled in kindergarten that is not full-day kindergarten from the fall membership multiplied by 0.5; and

(b) For the final calculation of state aid pursuant to section 79-1065, the sum of average daily membership plus sixty percent of the qualified early childhood education average daily membership plus tuitioned students minus the product of the number of students enrolled in kindergarten that is not full-day kindergarten from the average daily membership multiplied by 0.5 from the school fiscal year immediately preceding the school fiscal year in which aid was paid;

(18) Free lunch and free milk student means a student who qualified for free lunches or free milk from the most recent data available on November 1 of the school fiscal year immediately preceding the school fiscal year in which aid is to be paid;

(19) Full-day kindergarten means kindergarten offered by a district for at least one thousand thirty-two instructional hours;

(20) General fund budget of expenditures means the total budget of disbursements and transfers for general fund purposes as certified in the budget statement adopted pursuant to the Nebraska Budget Act, except that for purposes of the limitation imposed in section 79-1023 and the calculation pursuant to subdivision (2) of section 79-1027.01, the general fund budget of expenditures does not include any special grant funds, exclusive of local matching funds, received by a district;

(21) General fund expenditures means all expenditures from the general fund;

(22) General fund operating expenditures means for state aid calculated for school fiscal years 2012-13 and each school fiscal year thereafter, as reported on the annual financial report for the second school fiscal year immediately preceding the school fiscal year in which aid is to be paid, the total general fund expenditures minus (a) the amount of all receipts to the general fund, to the extent that such receipts are not included in local system formula resources, from early childhood education tuition, summer school tuition, educational entities as defined in section 79-1201.01 for providing distance education courses through the Educational Service Unit Coordinating Council to such educational entities, private foundations, individuals, associations, charitable organizations, the textbook loan program authorized by section 79-734, federal impact aid, and levy override elections pursuant to section 77-3444, (b) the amount of expenditures for categorical funds, tuition paid, transportation fees paid to other districts, adult education, community services, redemption of the principal portion of general fund debt service, retirement incentive plans authorized by section 79-855, and staff development assistance authorized by section 79-856, (c) the amount of any transfers from the general fund to any bond fund and transfers from other funds into the general fund, (d) any legal expenses in excess of fifteen-hundredths of one percent of the formula need for the school fiscal year in which the expenses occurred, (e) expenditures to pay for sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination occurring prior to July 1, 2009, occurring on or after the last day of the 2010-11 school year and prior to the first day of the 2013-14 school year, or, to the extent that a district has demonstrated to the State Board of Education pursuant to section 79-1028.01 that the agreement will result in a net savings in salary and benefit costs to the school district over a five-year period, occurring on or after the first day of the 2013-14 school year, (f)(i) expenditures to pay for employer contributions pursuant to subsection (2) of section 79-958 to the School Employees Retirement System of the State of Nebraska to the extent that such expenditures exceed the employer contributions under such subsection that would have been made at a contribution rate of seven and thirty-five hundredths percent or (ii) expenditures to pay for school district contributions pursuant to subdivision (1)(c)(i) of section 79-9,113 to the retirement system established pursuant to the Class V School Employees Retirement Act to the extent that such expenditures exceed the school district contributions under such subdivision that would have been made at a contribution rate of seven and thirty-seven hundredths percent, and (g) any amounts paid by the district for lobbyist fees and expenses reported to the Clerk of the Legislature pursuant to section 49-1483.

For purposes of this subdivision (22) of this section, receipts from levy override elections shall equal ninety-nine percent of the difference of the total general fund levy minus a levy of one dollar and five cents per one hundred dollars of taxable valuation multiplied by the assessed valuation for school districts that have voted pursuant to section 77-3444 to override the maximum levy provided pursuant to section 77-3442;

(23) High school district means a school district providing instruction in at least grades nine through twelve;

(24) Income tax liability means the amount of the reported income tax liability for resident individuals pursuant to the Nebraska Revenue Act of 1967 less all nonrefundable credits earned and refunds made;

(25) Income tax receipts means the amount of income tax collected pursuant to the Nebraska Revenue Act of 1967 less all nonrefundable credits earned and refunds made;

(26) Limited English proficiency students means the number of students with limited English proficiency in a district from the most recent data available on November 1 of the school fiscal year preceding the school fiscal year in which aid is to be paid plus the difference of such students with

limited English proficiency minus the average number of limited English proficiency students for such district, prior to such addition, for the three immediately preceding school fiscal years if such difference is greater than zero;

(27) Local system means a learning community for purposes of calculation of state aid for the second full school fiscal year after becoming a learning community and each school fiscal year thereafter, a unified system, a Class VI district and the associated Class I districts, or a Class II, III, IV, or V district and any affiliated Class I districts or portions of Class I districts. The membership, expenditures, and resources of Class I districts that are affiliated with multiple high school districts will be attributed to local systems based on the percent of the Class I valuation that is affiliated with each high school district;

(28) Low-income child means a child under nineteen years of age living in a household having an annual adjusted gross income for the second calendar year preceding the beginning of the school fiscal year for which aid is being calculated equal to or less than the maximum household income that would allow a student from a family of four people to be a free lunch and free milk student during the school fiscal year immediately preceding the school fiscal year for which aid is being calculated;

(29) Low-income students means the number of low-income children within the district multiplied by the ratio of the formula students in the district divided by the total children under nineteen years of age residing in the district as derived from income tax information;

(30) Most recently available complete data year means the most recent single school fiscal year for which the annual financial report, fall school district membership report, annual statistical summary, Nebraska income tax liability by school district for the calendar year in which the majority of the school fiscal year falls, and adjusted valuation data are available;

(31) Poverty students means the number of low-income students or the number of students who are free lunch and free milk students in a district plus the difference of the number of low-income students or the number of students who are free lunch and free milk students in a district, whichever is greater, minus the average number of poverty students for such district, prior to such addition, for the three immediately preceding school fiscal years if such difference is greater than zero;

(32) Qualified early childhood education average daily membership means the product of the average daily membership for school fiscal year 2006-07 and each school fiscal year thereafter of students who will be eligible to attend kindergarten the following school year and are enrolled in an early childhood education program approved by the department pursuant to section 79-1103 for such school district for such school year multiplied by the ratio of the actual instructional hours of the program divided by one thousand thirty-two if: (a) The program is receiving a grant pursuant to such section for the third year; (b) the program has already received grants pursuant to such section for three years; or (c) the program has been approved pursuant to subsection (5) of section 79-1103 for such school year and the two preceding school years, including any such students in portions of any of such programs receiving an expansion grant;

(33) Qualified early childhood education fall membership means the product of membership on the last Friday in September 2006 and each year thereafter of students who will be eligible to attend kindergarten the following school year and are enrolled in an early childhood education program approved by the department pursuant to section 79-1103 for such school district for such school year multiplied by the ratio of the planned instructional hours of the program divided by one thousand thirty-two if: (a) The program is receiving a grant pursuant to such section for the third year; (b) the program has already received grants pursuant to such section for three years; or (c) the program has been approved pursuant to subsection (5) of section 79-1103 for such school year and the two preceding school years, including any such students in portions of any of such programs receiving an expansion grant;

(34) Regular route transportation means the transportation of students on regularly scheduled daily routes to and from the attendance center;

(35) Reorganized district means any district involved in a consolidation and currently educating students following consolidation;

(36) School year or school fiscal year means the fiscal year of a school district as defined in section 79-1091;

(37) Sparse local system means a local system that is not a very sparse local system but which meets the following criteria:

(a)(i) Less than two students per square mile in the county in which each high school is located, based on the school district census, (ii) less than one formula student per square mile in the local system, and (iii) more than ten miles between each high school attendance center and the next closest high school attendance center on paved roads;

(b)(i) Less than one and one-half formula students per square mile in the local system and (ii) more than fifteen miles between each high school attendance center and the next closest high school attendance center on paved roads;

(c)(i) Less than one and one-half formula students per square mile in the local system and (ii) more than two hundred seventy-five square miles in the local system; or

(d)(i) Less than two formula students per square mile in the local system and (ii) the local system includes an area equal to ninety-five percent or more

of the square miles in the largest county in which a high school attendance center is located in the local system;

(38) Special education means specially designed kindergarten through grade twelve instruction pursuant to section 79-1125, and includes special education transportation;

(39) Special grant funds means the budgeted receipts for grants, including, but not limited to, categorical funds, reimbursements for wards of the court, short-term borrowings including, but not limited to, registered warrants and tax anticipation notes, interfund loans, insurance settlements, and reimbursements to county government for previous overpayment. The state board shall approve a listing of grants that qualify as special grant funds;

(40) State aid means the amount of assistance paid to a district pursuant to the Tax Equity and Educational Opportunities Support Act;

(41) State board means the State Board of Education;

(42) State support means all funds provided to districts by the State of Nebraska for the general fund support of elementary and secondary education;

(43) Statewide average basic funding per formula student means the statewide total basic funding for all districts divided by the statewide total formula students for all districts;

(44) Statewide average general fund operating expenditures per formula student means the statewide total general fund operating expenditures for all districts divided by the statewide total formula students for all districts;

(45) Teacher has the definition found in section 79-101;

(46) Temporary aid adjustment factor means (a) for school fiscal years before school fiscal year 2007-08, one and one-fourth percent of the sum of the local system's transportation allowance, the local system's special receipts allowance, and the product of the local system's adjusted formula students multiplied by the average formula cost per student in the local system's cost grouping and (b) for school fiscal year 2007-08, one and one-fourth percent of the sum of the local system's transportation allowance, special receipts allowance, and distance education and telecommunications allowance and the product of the local system's adjusted formula students multiplied by the average formula cost per student in the local system's cost grouping;

(47) Tuition receipts from converted contracts means tuition receipts received by a district from another district in the most recently available complete data year pursuant to a converted contract prior to the expiration of the contract;

(48) Tuitioned students means students in kindergarten through grade twelve of the district whose tuition is paid by the district to some other district or education agency; and

(49) Very sparse local system means a local system that has:

(a)(i) Less than one-half student per square mile in each county in which each high school attendance center is located based on the school district census, (ii) less than one formula student per square mile in the local system, and (iii) more than fifteen miles between the high school attendance center and the next closest high school attendance center on paved roads; or

(b)(i) More than four hundred fifty square miles in the local system, (ii) less than one-half student per square mile in the local system, and (iii) more than fifteen miles between each high school attendance center and the next closest high school attendance center on paved roads.

Sec. 13. Section 79-1007.11, Reissue Revised Statutes of Nebraska, is amended to read:

79-1007.11 (1) Except as otherwise provided in this section, for school fiscal years 2013-14 through 2015-16, each school district's formula need shall equal the difference of the sum of the school district's basic funding, poverty allowance, limited English proficiency allowance, focus school and program allowance, summer school allowance, special receipts allowance, transportation allowance, elementary site allowance, instructional time allowance, teacher education allowance, distance education and telecommunications allowance, averaging adjustment, new learning community transportation adjustment, student growth adjustment, any positive student growth adjustment correction, and new school adjustment, minus the sum of the limited English proficiency allowance correction, poverty allowance correction, and any negative student growth adjustment correction.

(2) Except as otherwise provided in this section, for school fiscal year 2016-17 and each school fiscal year thereafter, each school district's formula need shall equal the difference of the sum of the school district's basic funding, poverty allowance, limited English proficiency allowance, focus school and program allowance, summer school allowance, special receipts allowance, transportation allowance, elementary site allowance, best practices allowance, distance education and telecommunications allowance, averaging adjustment, new learning community transportation adjustment, student growth adjustment, any positive student growth adjustment correction, and new school adjustment, minus the sum of the limited English proficiency allowance correction, poverty allowance correction, and any negative student growth adjustment correction.

(3) If the formula need calculated for a school district pursuant to subsections (1) and (2) of this section is less than one hundred percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated, the formula need for such district shall equal one hundred percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated.

(4) Except as provided in subsection (6) of this section, if the formula

need calculated for a school district pursuant to subsections (1) and (2) of this section is more than one hundred twelve percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated, the formula need for such district shall equal one hundred twelve percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated, except that the formula need shall not be reduced pursuant to this subsection for any district receiving a student growth adjustment for the school fiscal year for which aid is being calculated.

(5) For purposes of subsections (3) and (4) of this section, the formula need for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated shall be the formula need used in the final calculation of aid pursuant to section 79-1065 and for districts that were affected by a reorganization with an effective date in the calendar year preceding the calendar year in which aid is certified for the school fiscal year for which aid is being calculated, the formula need for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated shall be attributed to the affected school districts based on information provided to the department by the school districts or proportionally based on the adjusted valuation transferred if sufficient information has not been provided to the department.

(6) For state aid calculated for the first full school fiscal year of a new learning community, if the formula need calculated for a member school district pursuant to subsections (1) through (3) of this section is less than the sum of the school district's state aid certified for the school fiscal year immediately preceding the first full school fiscal year of the learning community plus the school district's other actual receipts included in local system formula resources pursuant to section 79-1018.01 for such school fiscal year plus the product of the school district's general fund levy for such school fiscal year up to one dollar and five cents multiplied by the school district's assessed valuation for such school fiscal year, the formula need for such school district for the school fiscal year for which aid is being calculated shall equal such sum.

Sec. 14. Section 79-1017.01, Reissue Revised Statutes of Nebraska, is amended to read:

~~79-1017.01 (1) For state aid calculated for school fiscal year 2013-14, local system formula resources includes retirement aid determined under section 79-1028.03, teacher education aid determined for each district pursuant to subdivision (2) of section 79-1007.25, instructional time aid determined pursuant to subsection (2) of section 79-1007.23, allocated income tax funds determined for each district pursuant to section 79-1005.01, and adjustments pursuant to section 79-1008.02 and is reduced by amounts paid by the district in the most recently available complete data year as property tax refunds pursuant to or in the manner prescribed by section 77-1736.06.~~

~~(1 2) For state aid calculated for school fiscal years 2014-15 and 2015-16, local system formula resources includes teacher education aid determined for each district pursuant to section 79-1007.25, instructional time aid determined pursuant to subsection (2) of section 79-1007.23, allocated income tax funds determined for each district pursuant to section 79-1005.01, and adjustments pursuant to section 79-1008.02 and is reduced by amounts paid by the district in the most recently available complete data year as property tax refunds pursuant to or in the manner prescribed by section 77-1736.06.~~

~~(2 3) For state aid calculated for school fiscal year 2016-17 and each school fiscal year thereafter, local system formula resources includes best practices aid pursuant to section 11 of this act, if any districts in the local system qualify, allocated income tax funds determined for each district pursuant to section 79-1005.01, and adjustments pursuant to section 79-1008.02 and is reduced by amounts paid by the district in the most recently available complete data year as property tax refunds pursuant to or in the manner prescribed by section 77-1736.06.~~

Sec. 15. Sections 15 to 24 of this act shall be known and may be cited as the Expanded Learning Opportunity Grant Program Act.

Sec. 16. The purpose of the Expanded Learning Opportunity Grant Program Act is to promote academic achievement outside of school hours in high-need school districts.

Sec. 17. For purposes of the Expanded Learning Opportunity Grant Program Act:

(1) Community learning center has the definition found in 20 U.S.C. 7171(b)(1), as such section existed on January 1, 2015;

(2) Department means the State Department of Education;

(3) Expanded learning opportunity program means a school-community partnership that provides participating elementary-age and secondary-age students and their families with programming and other support activities and services after school and on weekends, holidays, and other hours when school is not in session through a mix of programs and services that (a) complement but do not duplicate elementary and secondary school day learning and (b) create opportunities to strengthen school-community partnerships that provide students and their families with the support they need to be successful in school; and

(4) High-need school district means a school district in which forty percent or more of the enrolled students qualify for free and reduced price meals under the National School Lunch Program, 7 C.F.R. part 210, as such regulations existed on January 1, 2015.

Sec. 18. The department shall establish and administer the Expanded

Learning Opportunity Grant Program. The grant program shall provide grants to community-based organizations working in partnership with schools in high-need school districts to provide expanded learning opportunity programs.

Sec. 19. The first priority of the Expanded Learning Opportunity Grant Program is to continue existing 21st Century Community Learning Centers funded by the federal 21st Century Community Learning Center program pursuant to 20 U.S.C. 7171 et seq., as such sections existed on January 1, 2015, in high-need school districts that have a record of success. The second priority shall be support for new expanded learning opportunity program development in areas of the state with a high percentage of at-risk children that are not currently served by school-based or school-linked expanded learning opportunity programs funded by the federal 21st Century Community Learning Center program pursuant to 20 U.S.C. 7171 et seq., as such sections existed on January 1, 2015.

Sec. 20. (1) The department shall establish an application process and timeline pursuant to which partner organizations may submit proposals for a grant under the Expanded Learning Opportunity Grant Program. Each proposal shall include:

- (a) A grant planning period;
- (b) An agreement to participate in periodic evaluations of the expanded learning opportunity program, to be specified by the department;
- (c) Evidence that the proposed expanded learning opportunity program will be coordinated or contracted with existing programs;
- (d) A plan to coordinate and use a combination of local, state, philanthropic, and federal funding sources, including, but not limited to, funding available through the federal No Child Left Behind Act of 2001, 20 U.S.C. 6301 et seq., as such act and sections existed on January 1, 2015, funds allocated pursuant to section 9-812, and funds from any other source designated or appropriated for purposes of the program. Funding provided by the Expanded Learning Opportunity Grant Program shall be matched on a one-to-one basis by community or partner contributions;
- (e) A plan to use sliding-fee scales and the funding sources included in subdivision (d) of this subsection;
- (f) An advisory body which includes families and community members;
- (g) Appropriately qualified staff;
- (h) An appropriate child-to-staff ratio;
- (i) Compliance with minimum health and safety standards;
- (j) A strong family development and support component, recognizing the central role of parents in their children's development; and
- (k) Developmentally and culturally appropriate practices and assessments.

(2) The proposal shall demonstrate how the expanded learning opportunity program will provide participating students with academic enrichment and expanded learning opportunities that are high quality, based on proven methods, if appropriate, and designed to complement students' regular academic programs. Such activities shall include two or more of the following:

- (a) Core education subjects of reading, writing, mathematics, and science;
- (b) Academic enrichment learning programs, including provision of additional assistance to students to allow the students to improve their academic achievement;
- (c) Science, technology, engineering, and mathematics (STEM) education;
- (d) Sign language, foreign language, and social studies instruction;
- (e) Remedial education activities;
- (f) Tutoring services, including, but not limited to, tutoring services provided by senior citizen volunteers;
- (g) Arts and music education;
- (h) Entrepreneurial education programs;
- (i) Telecommunications and technology education programs;
- (j) Programs for English language learners that emphasize language skills and academic achievement;
- (k) Mentoring programs;
- (l) Recreational activities;
- (m) Expanded library service hours;
- (n) Programs that provide assistance to students who have been truant, suspended, or expelled to allow such students to improve their academic achievement;
- (o) Drug abuse prevention and violence prevention programs;
- (p) Character education programs;
- (q) Health and nutritional services;
- (r) Behavioral health counseling services; and
- (s) Programs that promote parental involvement and family literacy.

(3) A proposal shall: (a) Demonstrate specifically how its activities are expected to improve student academic achievement; (b) demonstrate that its activities will be provided by organizations in partnership with the school that have experience or the promise of success in providing educational and related activities that will complement and enhance the academic performance, achievement, and positive development of the students; and (c) demonstrate that the expanded learning opportunity program aligns with the school district learning objectives and behavioral codes. Nothing in this subsection shall be construed to require an expanded learning opportunity program to provide academic services in specific subject areas.

(4) The department shall make an effort to fund expanded learning opportunity programs in both rural and urban areas of the state. The department shall award grants to proposals that offer a broad array of services, programs, and activities.

Sec. 21. A school district participating in an expanded learning opportunity program shall inform an authorized representative or designee of each nonpublic school geographically located within each public school building's attendance area regarding potential participation in an expanded learning opportunity program.

Sec. 22. Grantees receiving funds pursuant to the Expanded Learning Opportunity Grant Program shall cooperate with evaluators and supervise the administration and collection of student, teacher, parent, and collaboration surveys. Grantees shall also designate a qualified evaluation professional or local evaluation support to ensure data collection, perform annual self-assessments, monitor program progress, and assist in developing local evaluation reports.

Sec. 23. The department shall provide a report evaluating the expanded learning opportunity programs to the Legislature by January 1 of each odd-numbered year. The report submitted to the Legislature shall be submitted electronically.

Sec. 24. (1) The Expanded Learning Opportunity Grant Fund is created. The fund shall be administered by the department and shall consist of transfers pursuant to section 9-812, repayments of grant funds, and interest payments received in the course of administering the Expanded Learning Opportunity Grant Program Act. The fund shall be used to carry out the Expanded Learning Opportunity Grant Program Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(2) The State Board of Education, in consultation with the department, may adopt and promulgate rules and regulations to carry out the Expanded Learning Opportunity Grant Program Act.

Sec. 25. Section 79-1337, Reissue Revised Statutes of Nebraska, is amended to read:

79-1337 (1) For fiscal years 2007-08 through ~~2020-21~~ 2015-16, the State Department of Education shall provide distance education incentives from the Education Innovation Fund to school districts and educational service units for qualified distance education courses coordinated through the Distance Education Council until July 1, 2008, and the Educational Service Unit Coordinating Council on and after July 1, 2008, as provided in this section. Through fiscal year 2015-16, funding for such distance education incentives shall come from the Education Innovation Fund. For fiscal years 2016-17 through 2020-21, funding for such distance education incentives shall come from the Nebraska Education Improvement Fund.

(2) School districts and educational service units shall apply for incentives annually through calendar year ~~2020~~ 2015 to the department on or before August 1 on a form specified by the department. The application shall:

(a) For school districts, specify (i) the qualified distance education courses which were received by students in the membership of the district in the then-current school fiscal year and which were not taught by a teacher employed by the school district and (ii) for each such course (A) the number of students in the membership of the district who received the course, (B) the educational entity employing the teacher, and (C) whether the course was a two-way interactive video distance education course; and

(b) For school districts and educational service units, specify (i) the qualified distance education courses which were received by students in the membership of another educational entity in the then-current school fiscal year and which were taught by a teacher employed by the school district or educational service unit, (ii) for each such course for school districts, the number of students in the membership of the district who received the course, and (iii) for each such course (A) the other educational entities in which students received the course and how many students received the course at such educational entities, (B) any school district that is sparse or very sparse as such terms are defined in section 79-1003 that had at least one student in the membership who received the course, and (C) whether the course was a two-way interactive video distance education course.

(3) On or before September 1 of each year through calendar year ~~2020~~ 2015, the department shall certify the incentives for each school district and educational service unit which shall be paid on or before October 1 of such year. The incentives for each district shall be calculated as follows:

(a) Each district shall receive distance education units for each qualified distance education course as follows:

(i) One distance education unit for each qualified distance education course received as reported pursuant to subdivision (2)(a) of this section if the course was a two-way interactive video distance education course;

(ii) One distance education unit for each qualified distance education course sent as reported pursuant to subdivision (2)(b) of this section if the course was not received by at least one student who was in the membership of another school district which was sparse or very sparse;

(iii) One distance education unit for each qualified distance education course sent as reported pursuant to subdivision (2)(b) of this section if the course was received by at least one student who was in the membership of another school district which was sparse or very sparse, but the course was not a two-way interactive video distance education course; and

(iv) Two distance education units for each qualified distance education course sent as reported pursuant to subdivision (2)(b) of this section if the course was received by at least one student who was in the membership of another school district which was sparse or very sparse and the course was a

two-way interactive video distance education course;

(b) The difference of the amount available for distribution in the Education Innovation Fund on the August 1 when the applications were due minus any amount to be paid to school districts pursuant to section 79-1336 shall be divided by the number of distance education units to determine the incentive per distance education unit, except that the incentive per distance education unit shall not equal an amount greater than one thousand dollars; and

(c) The incentives for each school district shall equal the number of distance education units calculated for the school district multiplied by the incentive per distance education unit.

(4) If there are additional funds available for distribution after equipment reimbursements pursuant to section 79-1336 and incentives calculated pursuant to subsections (1) through (3) of this section, school districts and educational service units may qualify for additional incentives for elementary distance education courses. Such incentives shall be calculated for sending and receiving school districts and educational service units as follows:

(a) The per-hour incentives shall equal the funds available for distribution after equipment reimbursements pursuant to section 79-1336 and incentives calculated pursuant to subsections (1) through (3) of this section divided by the sum of the hours of elementary distance education courses sent or received for each school district and educational service unit submitting an application, except that the per-hour incentives shall not be greater than ten dollars; and

(b) The elementary distance education incentives for each school district and educational service unit shall equal the per-hour incentive multiplied by the hours of elementary distance education courses sent or received by the school district or educational service unit.

(5) The department may verify any or all application information using annual curriculum reports and may request such verification from the council.

(6) On or before October 1 of each year through calendar year ~~2020~~ 2015, a school district or educational service unit may appeal the denial of incentives for any course by the department to the State Board of Education. The board shall allow a representative of the school district or educational service unit an opportunity to present information concerning the appeal to the board at the November board meeting. If the board finds that the course meets the requirements of this section, the department shall pay the district from the Education Innovation Fund as soon as practical in an amount for which the district or educational service unit should have qualified based on the incentive per distance education unit used in the original certification of incentives pursuant to this section.

(7) The State Board of Education shall adopt and promulgate rules and regulations to carry out this section.

Sec. 26. Section 85-1412, Reissue Revised Statutes of Nebraska, is amended to read:

85-1412 The commission shall have the following additional powers and duties:

(1) Conduct surveys and studies as may be necessary to undertake the coordination function of the commission pursuant to section 85-1403 and request information from governing boards and appropriate administrators of public institutions and other governmental agencies for research projects. All public institutions and governmental agencies receiving state funds shall comply with reasonable requests for information under this subdivision. Public institutions may comply with such requests pursuant to section 85-1417;

(2) Recommend to the Legislature and the Governor legislation it deems necessary or appropriate to improve postsecondary education in Nebraska and any other legislation it deems appropriate to change the role and mission provisions in sections 85-917 to 85-966.01. The recommendations submitted to the Legislature shall be submitted electronically;

(3) Establish any advisory committees as may be necessary to undertake the coordination function of the commission pursuant to section 85-1403 or to solicit input from affected parties such as students, faculty, governing boards, administrators of the public institutions, administrators of the private nonprofit institutions of postsecondary education and proprietary institutions in the state, and community and business leaders regarding the coordination function of the commission;

(4) Participate in or designate an employee or employees to participate in any committee which may be created to prepare a coordinated plan for the delivery of educational programs and services in Nebraska through the telecommunications system;

(5) Seek a close liaison with the State Board of Education and the State Department of Education in recognition of the need for close coordination of activities between elementary and secondary education and postsecondary education;

(6) Administer the Integrated Postsecondary Education Data System or other information system or systems to provide the commission with timely, comprehensive, and meaningful information pertinent to the exercise of its duties. The information system shall be designed to provide comparable data on each public institution. The commission shall also administer the uniform information system prescribed in sections 85-1421 to 85-1427 known as the Nebraska Educational Data System. Public institutions shall supply the appropriate data for the information system or systems required by the commission;

(7) Administer (a) the Access College Early Scholarship Program Act, (b)

the Community College Aid Act, (c) the Nebraska Community College Student Performance and Occupational Education Grant Fund under the direction of the Nebraska Community College Student Performance and Occupational Education Grant Committee, (d) the Nebraska Opportunity Grant Act, ~~and~~ (e) the Postsecondary Institution Act, and (f) the community college gap assistance program and the Community College Gap Assistance Program Fund;

(8) Accept and administer loans, grants, and programs from the federal or state government and from other sources, public and private, for carrying out any of its functions, including the administration of privately endowed scholarship programs. Such loans and grants shall not be expended for any other purposes than those for which the loans and grants were provided. The commission shall determine eligibility for such loans, grants, and programs, and such loans and grants shall not be expended unless approved by the Governor;

(9) On or before December 1 of each even-numbered year, submit to the Legislature and the Governor a report of its objectives and activities and any new private colleges in Nebraska and the implementation of any recommendations of the commission for the preceding two calendar years. The report submitted to the Legislature shall be submitted electronically;

(10) Provide staff support for interstate compacts on postsecondary education; and

(11) Request inclusion of the commission in any existing grant review process and information system.

Sec. 27. Sections 27 to 37 of this act shall be known and may be cited as the Community College Gap Assistance Program Act.

Sec. 28. For purposes of the Community College Gap Assistance Program Act:

(1) Committee means the Nebraska Community College Student Performance and Occupational Education Grant Committee;

(2) Community college gap assistance program means the program created pursuant to section 29 of this act;

(3) Eligible program means a program offered by a community college that is not offered for credit but is aligned with training programs with stackable credentials that lead to a program awarding college credit, an associate's degree, a diploma, or a certificate in an in-demand occupation, has a duration of not less than sixteen contact hours in length, and does any of the following:

- (a) Offers a state, national, or locally recognized certificate;
- (b) Offers preparation for a professional examination or licensure;
- (c) Provides endorsement for an existing credential or license;
- (d) Represents recognized skill standards defined by an industrial sector;

or

(e) Offers a similar credential or training; and

(4) In-demand occupation means:

- (a) Financial services;
- (b) Transportation, warehousing, and distribution logistics;
- (c) Precision metals manufacturing;
- (d) Biosciences;
- (e) Renewable energy;
- (f) Agriculture and food processing;
- (g) Business management and administrative services;
- (h) Software and computer services;
- (i) Research, development, and engineering services;
- (j) Health services;
- (k) Hospitality and tourism; and
- (l) Any other industry designated as an in-demand occupation by the committee.

Sec. 29. (1) The community college gap assistance program is created. The program shall be under the direction of the committee and shall be administered by the Coordinating Commission for Postsecondary Education. The purpose of the community college gap assistance program is to provide funding to community colleges to award community college gap assistance to students in eligible programs.

(2) To be eligible for community college gap assistance under the community college gap assistance program, an applicant:

(a) Shall have a family income which is at or below two hundred fifty percent of Office of Management and Budget income poverty guidelines; and

(b) Shall be a resident of Nebraska as provided in section 85-502.

(3) Eligibility for such tuition assistance shall not be construed to guarantee enrollment in any eligible program.

Sec. 30. Application for community college gap assistance under the community college gap assistance program shall be made to the community college in which the applicant is enrolled or intends to enroll. An application shall be valid for six months from the date of signature on the application. The applicant shall provide documentation of all sources of income. An applicant shall not receive community college gap assistance for more than one eligible program.

Sec. 31. (1) An applicant for community college gap assistance under the community college gap assistance program shall demonstrate capacity to achieve the following outcomes:

(a) The ability to be accepted to and complete an eligible program;

(b) The ability to be accepted into and complete a postsecondary certificate, diploma, or degree program for credit;

- (c) The ability to obtain full-time employment; and
- (d) The ability to maintain full-time employment over time.

(2) The committee may grant community college gap assistance under the community college gap assistance program to an applicant in any amount up to the full amount of eligible costs.

(3) The committee shall deny an application when the community college receiving the application determines that funding for an applicant's participation in an eligible program is available from any other public or private funding source.

Sec. 32. The eligible costs for which the committee may award community college gap assistance under the community college gap assistance program include, but are not limited to:

- (1) Tuition;
- (2) Direct training costs;
- (3) Required books and equipment; and
- (4) Fees, including, but not limited to, fees for industry testing services and background check services.

Sec. 33. An applicant for community college gap assistance under the community college gap assistance program shall complete an initial assessment administered by the community college receiving the application to determine the applicant's readiness to complete an eligible program. The initial assessment shall include any assessments required by the eligible program.

Sec. 34. (1) A recipient of community college gap assistance under the community college gap assistance program shall:

- (a) Maintain regular contact with faculty of the eligible program to document the applicant's progress in the program;
- (b) Sign any necessary releases to provide relevant information to community college faculty or case managers, if applicable;
- (c) Discuss with faculty of the eligible program any issues that may affect the recipient's ability to complete the eligible program and obtain and maintain employment;
- (d) Attend all required courses regularly; and
- (e) Meet with faculty of the eligible program to develop a job-search plan.

(2) A community college may terminate community college gap assistance under the community college gap assistance program for a recipient who fails to meet the requirements of this section.

Sec. 35. (1) The Community College Gap Assistance Program Fund is created. The fund shall be under the direction of the committee and shall be administered by the Coordinating Commission for Postsecondary Education. The fund shall consist of money received pursuant to section 9-812, any other money received by the state in the form of grants or gifts from nonfederal sources, such other amounts as may be transferred or otherwise accrue to the fund, and any investment income earned on the fund. The fund shall be used to provide aid or grants to the community colleges pursuant to the Community College Gap Assistance Program Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(2) The total of community college gap assistance awarded from the Community College Gap Assistance Program Fund during any fiscal year shall not exceed one million five hundred thousand dollars.

- (3) Money in the fund may also be used by the committee:
 - (a) To establish application and funding procedures; and
 - (b) To assist community colleges in defraying the costs of direct staff support services, including, but not limited to, marketing, outreach, applications, interviews, and assessments as follows: (i) Up to twenty percent of any amount allocated for such purposes to the two smallest community colleges; (ii) up to ten percent of any such amount to the two largest community colleges; and (iii) up to fifteen percent of any such amount to the remaining two community colleges. For purposes of this subsection, community college size shall be determined based on the most recent three-year rolling average full-time equivalent enrollment.

Sec. 36. (1) The committee shall develop a common applicant tracking system for the community college gap assistance program that shall be implemented consistently by each participating community college.

(2) The committee shall coordinate statewide oversight, evaluation, and reporting efforts for the community college gap assistance program.

(3) The committee shall meet at least quarterly to evaluate and monitor the performance of the community college gap assistance program to determine if performance measures are being met and shall take necessary steps to correct any deficiencies. Performance measures include, but are not limited to, eligible program completion rates, job attainment rates, and continuing education rates.

Sec. 37. The Coordinating Commission for Postsecondary Education may adopt and promulgate rules and regulations to carry out the Community College Gap Assistance Program Act.

Sec. 38. Section 85-1920, Reissue Revised Statutes of Nebraska, is amended to read:

85-1920 The Nebraska Opportunity Grant Fund is created. Money in the fund shall include amounts transferred from the State Lottery Operation Trust Fund pursuant to section 9-812 until June 30, 2016, or the Nebraska Education Improvement Fund pursuant to section 9-812 until June 30, 2021. All amounts accruing to the Nebraska Opportunity Grant Fund shall be used to carry out the

Nebraska Opportunity Grant Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

The Nebraska Opportunity Grant Fund terminates on June 30, ~~2021~~ 2016. Any money in the fund on such date shall be transferred to the Nebraska Education Improvement Fund on such date.

Sec. 39. The Education Committee of the Legislature shall conduct a study of postsecondary education affordability in Nebraska and alternatives for supporting students and families with the cost. The committee shall electronically report its recommendations to the Clerk of the Legislature on or before December 31, 2015.

Sec. 40. Original sections 79-8,134, 79-8,137, 79-8,137.01, 79-8,137.02, 79-8,137.03, 79-8,137.04, 79-8,137.05, 79-1001, 79-1003, 79-1007.11, 79-1017.01, 79-1337, 85-1412, and 85-1920, Reissue Revised Statutes of Nebraska, and section 9-812, Revised Statutes Cumulative Supplement, 2014, are repealed.

Sec. 41. The following section is outright repealed: Section 79-2306, Reissue Revised Statutes of Nebraska.