

Regular Meeting
Thursday, April 8, 2021 8:00 AM
Zoom
6949 South 110th Street
LaVista, NE 68128

1. ESU Coordinating Council Information
Board President
2. Call to Order
Board President
3. Roll Call
Board President
4. Approval of Minutes
Board President
5. ESU Share Out Topics
Board President
6. Petitions and Communications to the Board
Board President
 - 6.1. State Board of Education and Nebraska Department of Education Report
Nebraska Department of Education
 - 6.2. Association of Education Service Agency's Report
AESA Representative
 - 6.3. Learning Community Update
Bradley Ekwerekwu
7. Executive Reports
Board President
 - 7.1. Executive Director Report
Executive Director Lofquist
 - 7.1.1. Covid-19 Office & Conference Protocols
Executive Director Lofquist
 - 7.1.2. ESUCC Redesign: Update
Committee Chair
 - 7.1.2.1. ESU Standards
Committee Chair
 - 7.1.2.2. Joint Decision Making Parameters
Committee Chair
 - 7.1.2.3. SIMPL Inventory
Committee Chair
 - 7.1.2.4. Value-Add Metric
Committee Chair
 - 7.1.2.5. Value Proposition
Committee Chair
 - 7.2. Executive Committee Report
Board President

- 7.2.1. Approve Claims, Financials Statements, and Assets for Month of February
Committee Chair
 - 7.2.2. Approval of March Expenses to be paid in April.
Committee Chair
- 8. Public Comment
Board President
- 9. Recommendations from Standing Committees and Project Reports
Board President
 - 9.1. Information Services Committee
Committee Chair
 - 9.2. Education Resources
Committee Chair
 - 9.3. Legal Committee
Committee Chair
 - 9.3.1. Approve Special Buy agreement with Securly
Committee Chair
 - 9.3.2. Approve Special Buy agreement with Navigate360
Committee Chair
 - 9.3.3. Approve Special Buy agreement with Amazon Business
Committee Chair
- 10. NEW ESU Chief Administrators
Executive Director Lofquist
- 11. Leadership and Learning
Sarah Salem
- 12. Recess Rule 84 Collaboration Meeting - April 8, 2021
President
- 13. Adjournment
Board President

**BYLAWS
OF
EDUCATIONAL SERVICES UNIT COORDINATING COUNCIL**

Article I. Authority and Purpose.

Section 1. Introduction. Pursuant to NEB. REV. STAT. § 79-1245, the Educational Services Unit Coordinating Council (hereinafter referred to as "the Council") is a political subdivision of the State of Nebraska.

Section 2. Purpose of Bylaws. The purpose of these Bylaws is to provide operational guidance to the Council and to clarify the Council's relationship with other education entities.

Section 3. Authority. The powers and duties of the Council are set forth in NEB. REV. STAT. §§ 79-1245 to 79-1249 as it may be amended from time to time. These Bylaws shall in no way limit or alter the authority and duties of the Council as provided by law.

Section 4. Mission. The mission of the Council is to provide the most cost-effective educational support for students, teachers, and school districts in each Nebraska educational service unit by facilitating statewide coordination of educational services and strategic planning.

Article II. Membership and Meetings.

Section 1. Number of Members. The Council shall initially have seventeen (17) members, one (1) administrator from each of the seventeen (17) Nebraska educational service units. The Council may involve liaisons from other educational entities and State agencies in its meetings and activities. If, at any time, the number of educational service units changes, the number of members on the Council shall also change so the number of members on the Council remains the same number as the number of existing Nebraska educational service units.

Section 2. Member Responsibilities. Each member is responsible for attending meetings and faithfully and diligently executing any responsibilities or tasks delegated by the Council to carry out its statutory powers and duties.

Section 3. Regular Meetings. In May of each year, the Council shall approve meeting dates, times and locations for the next 12 months. The Council shall meet at least once annually and schedule the number of regular meetings

that it deems appropriate for each 12-month period. The Council shall endeavor to set meetings on dates and at locations that accommodate the schedule of its members and of the State's education community. Regular meetings shall be noticed and held pursuant to the Nebraska Open Meetings Act.

Section 4. Special Meetings. Special meetings of the Council may be called by the President of the Council or by a majority of Council members for any lawful reason. Special meetings shall be noticed and held pursuant to the Nebraska Open Meetings Act.

Section 5. Quorum. No action may be taken on a matter at a Council meeting unless a majority of Council members are present at the meeting either in person or via teleconference pursuant to NEB. REV. STAT. § 84-1411 as may be amended from time to time.

Section 6. Voting. If a quorum is present, the affirmative vote of the majority of Council members present at the meeting and entitled to vote on the subject matter shall be considered an act of the Council unless of a greater vote is required by law. All votes shall be by roll call vote and recorded in the minutes of the Council meeting.

Section 7. Recessed Meeting. A majority of Council members present at any meeting may vote to recess the meeting to a different date, time and/or location. Any business which might have been transacted at the original meeting may be transacted at the rescheduled meeting if a quorum is present at such recessed meeting.

Section 8. Commissioner of Education. The Commissioner of Education shall be invited to attend or to send representatives from the Nebraska Department of Education in his or her stead, to each regular meeting of the Council.

Article III. Officers.

Section 1. Number and Qualification. The initial officers of the Council shall consist of a President, a President-Elect, a Past-President, a Secretary, a Treasurer and such other officers as may be deemed necessary by the Council. Together these officers shall comprise the Executive Committee of the Council.

Section 2. Election and Tenure. The officers of the Council shall be elected at the first regular meeting of the Council. Election may be by either voice vote or written ballot and shall require a majority vote of all members present at the meeting at which the election occurs. Thereafter the officers shall be elected bi-annually at the September meeting or as soon thereafter as convenient. Each officer shall hold office for two years or until his or her successor is duly elected and qualified, unless his or her service is terminated sooner because of death, resignation, removal, disqualification or otherwise.

Section 3. Removal. Any officer of the Council, either elected or appointed, may be removed by a vote of the majority of the Council. Election or appointment of an officer or agent shall not of itself create a contractual relationship between the officer and the Council or give the officer any contract rights.

Section 4. Vacancies. A vacancy in an office due to death, resignation, removal, disqualification or otherwise shall be filled by a vote of the Council in the same manner as provided in Section 2 above, at the Council's next regular meeting after the vacancy becomes known to the Council.

Section 5. Duties and Authority of Officers.

- (a) President. The President shall be the principal executive officer of Council. The President shall cause all meetings of the Council to be lawfully noticed and prepare an agenda for each meeting of the Council in accordance with state law. When present, the President shall preside at all meetings of the Council. The President may sign, with the Secretary or any other officer of the agency authorized by the Council, checks, contracts or other instruments which the Council has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Council or these Bylaws to some other officer or agent of the Council or required by law to be otherwise signed or executed. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Council from time to time.
- (b) President-Elect. In the absence of the President or in the event of his or her death, inability, or refusal to act, the President-Elect shall perform the duties of the President. When so acting the President-Elect, shall have all the powers of, and be subject to all the

restrictions upon, the President. The President-Elect shall perform such other duties as from time to time may be assigned by the President or by the Council.

- (c) Past-President. In the absence of the President or the President-Elect or in the event of his or her death, inability, or refusal to act, the Past-President shall perform the duties of the President. When so acting the Past-President, shall have all the powers of, and be subject to all the restrictions upon, the President. The Past-President shall perform such other duties as from time to time may be assigned by the President or by the Council.
- (d) Secretary. The Secretary shall prepare minutes of the meetings of the Council, serve as the custodian of the Council's records, keep a current roster of the physical and e-mail addresses of all Council members, and perform all duties incident to the office of Secretary, and perform such other duties as from time to time may be assigned by the President or by the Council.
- (e) Treasurer. The Treasurer shall have charge and custody of and be responsible for, all funds and securities of the Council, receive receipts for all securities and monies due and payable to the Council from any source whatsoever and give such receipts to the Council, deposit all such monies in the name of the Council in such banks, trust companies, or in other depositories designated by the Council, and perform all the duties incident to the office of Treasurer and perform such other duties as from time to time may be assigned by the President or by the Council. If required by the Council, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Council shall determine.
- (f) Executive Committee. The Executive Committee shall meet as needed to prepare for Council meetings, to formulate recommendations for the Council, and for such other reasons as deemed appropriate by the President or as directed by the Council.

Article IV. Administration.

Section 1. Reimbursement for Expenses. Council members and Council employees shall be entitled to reimbursement for actual expenses incurred in the performance of their duties as allowed by NEB. REV. STAT. § 79-1217 and other laws and applicable regulations as they may be amended from time to time. No request for reimbursement shall be submitted by an individual for an expense which has been paid by an educational service unit, other educational agency, or political subdivision. No charge for mileage shall be allowed when such mileage accrues while using an automobile owned by the State of Nebraska or one of its political subdivisions.

Section 2. Budget. The Council shall annually adopt a budget as required by the Nebraska Budget Act. Fiscal agents shall, pursuant to the agency agreement between the fiscal agent and the ESUCC, segregate funds contributed to a project from other funds maintained by the fiscal agent, either by maintaining a separate account of the Council designated for such a purpose or by maintaining a segregated fund within the budget of the educational service unit serving as fiscal agent. The Council shall require each fiscal agent appointed by the Council to provide to the Council quarterly statements of all activity for each project.

Section 3. Agency Agreements and Fiscal Agents. The Council may enter into agency agreements with individual educational service units or other public or private entities. The purpose of such agreements will be for the Council to delegate to the agent entity the authority and responsibility to oversee particular statewide cooperative projects. The agency agreement shall specify whether the agent entity will also serve as the fiscal agent for the project.

Section 4. Powers. The Council shall have the power to:

- (a) Purchase and/or lease supplies, materials and equipment and enter into a contract with any person, firm, corporation or other entity.
- (b) Accept for any of its purposes and functions any and all donations, grants of money, equipment, supplies, materials and services, conditional or otherwise from any person or entity, and receive, utilize, and dispose of the same. The nature, amount, and conditions, if any, attendant upon any donation or grant accepted

pursuant to this section shall be detailed in the annual report of Council.

- (c) Employ, compensate, evaluate and discharge staff limited only to those persons necessary to carry out its duties and functions;
- (d) Establish committees as it deems necessary for the purpose of advising the Council on any and all matters pertaining the Council's duties or activities;
- (e) Indemnify or reimburse any person in the same manner as an educational service unit board is authorized to do pursuant to NEB. REV. STAT. § 79-1217 as may be amended from time to time;
- (f) Take any other action authorized, either explicitly or implicitly, by Nebraska law, including any action that may be necessary to perform its duties and functions as provided in these Bylaws.

Section 5. Annual Plan. The Council shall develop a written document outlining the programs, services and other projects which the Council will operate each year ("Annual Plan"). The Council will annually review the Annual Plan and may amend it as the Council deems necessary.

Section 6. Advisory Committees. The Council may solicit input from advisory committees comprised of teachers, administrators, board members, staff development staff, and other individuals. The role of these committees shall be advisory only, and no recommendation or proposal by any advisory committee shall be final until acted upon and adopted by the Council.

Article V. Other Matters.

Section 1. Fiscal Year. The fiscal year of the Council shall begin on ~~July 4~~ ^{September 1} and end on ~~June 30~~ ^{August 31}. (Amended March 3, 2010)

Section 2. Liability Insurance. The Council shall obtain adequate insurance to cover itself, its members and its agents, employees, volunteers, or other persons in performing duties to the Council. Adequate shall mean an amount, if available, which will satisfy the maximum claims that could be made under Nebraska's Political Subdivision Tort Claims Act.

Section 3. Amendment. These Bylaws may be amended from time to time as deemed necessary by a majority of the Council. All such amendments must be in writing, appended to this document and signed by the Council Secretary.

Section 4. Intellectual Property. All rights to any intellectual property (copyright, trademark, patent, etc.) created in connection with any project reflected in the addenda to these Bylaws shall be owned by the Council.

These Bylaws were adopted by the Educational Service Unit Coordinating Council at a meeting lawfully held pursuant to the Nebraska Open Meetings Act this _____ day of July, 2008.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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Robert Uhing, Administrator
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Michael Ough
Michael Ough, Administrator
Educational Service Unit No. 2

Gill Kettelhut
Gill Kettelhut, Administrator
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Jon Fisher
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Al Schneider
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Dan Shoemake, Administrator
Educational Service Unit No. 6

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Nebraska Open Meetings Act

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1) (a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of

an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recodation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right

to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised
10/2020



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gperry@perrylawfirm.com



Nebraska Council
of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8055
ncsa.org

Educational Service Unit Coordinating Council
Regular Meeting
Thursday, March 4, 2021, 8:30 AM
ESU 3 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:
Springview Herald
Valentine Midland News
Red Cloud Leader
Ainsworth News
ESUCC webpage
NE Public Meetings

Posted Date: 02/24/21

Call to Order

Call to order at 8:30AM

Staff: Kraig Lofquist, Deb Hericks, Priscila Quintana. Scott Isaacson

Roll Call

Approval of Minutes

Recommend approval of February minutes.

Motion to approve the minutes as presented Passed with a motion by Constance Wickham (ESU 19) and a second by Paul Calvert (ESU 15).

Greg Barnes (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea
Dr. Andrew Dick (ESU 13):	Yea
Geraldine Erickson (ESU 17):	Yea
Bill Heimann (ESU 01):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Deb Paulman (ESU 16):	Yea
Dr. Larianne Polk (ESU 07):	Yea
Gregg Robke (ESU 04):	Yea
Dr. John Skretta (ESU 06):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
Constance Wickham (ESU 19):	Yea

Yea: 12, Nay: 0

ESU Share Out Topics

ESU 19 shared that OPS is revamping the ESU 19 position to include school improvement, research, etc. Current ESU 19 Administrator will be staying with the technology department at OPS. ESU 19 will be looking nationally to hire a new administrator. ESU 13 Administrator took a new position as Superintendent of Scottsbluff Public Schools. They will hire an interim to

fill the position and hire next year. Discussions on staff working from home on a more permanent basis going forward following the pandemic.

Petitions and Communications to the Board

gWorks - Tyson Larson

Tyson Larson with gWorks was present to share on the redistricting process. He also shared a pricing structure for this process. Board continued to discuss the process of redistricting. Another possible contact is MCS Family of Companies, Susan Myers, 308-635-1926 - <https://mcsfamilyofcompanies.com/>.

State Board of Education and Nebraska Department of Education Report

Russ Masco, NDE was present to share updates from NDE. NDE does not have any plans of purchasing any software application like Discovery Education. NDE has moved to their new location (84th & O, Lincoln), it will take a month to get everything moved and three months to set-up. NDE will be purchasing cell phones for most personnel. March Talking Points have been sent out. NDE Data Conference will most likely be virtual, dates are not set.

Record Retention Management

Austin Rhodes was present to share updates with the record retention management (Schedule 95).

Association of Education Service Agency's Report

Executive Director shared updates for AESA. AESA Summer Conference will be in Richardson, Texas.

Learning Community Update

Learning Community uses MAPA for their redistricting.

Executive Reports

Executive Director Report

Executive Director shared that we have hired Trevor Paschall to work on project management for Canvas and others. GEERS work continues moving forward. NVIS and Digital Learning new site is being redone and will be available in the near future. We will need to promote widely once it is live. The Board discussed some legislative bills that we need to support.

ESUCC Redesign: Update

ESU Standards

Chair shared that we have two ESUs are piloting a rubric and working to find a continuum of performance. A sub-committee of staff developers has been formed to build out the rubric relative to the standards. A final rubric will be available in two years.

Joint Decision-Making Parameters

Chair shared updates from committee. Continue to work on joint decision making with our stakeholders. Discussed the upcoming Rule 84 meeting.

SIMPL Inventory

Chair shared the committee will meet Monday to review the goals for this past year. The committee will meet again on April 14, 2021 to discuss goals for next year. They will then present to the PDO in May.

Value-Add Metric

Chair shared that they are working on the value-add metric.

Value Proposition

Chair shared there is no report.

Executive Committee Report

Approve Claims, Financials Statements, and Assets for Month of January

Treasurer reviewed the claims, financial statements, and assets for the month of January to be approved by Board.

Approve Claims, Financials Statements, and Assets for Month of January Passed with a motion by Geraldine Erickson (ESU 17) and a second by Constance Wickham (ESU 19).

Greg Barnes (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea
Dr. Ted DeTurk (ESU 02):	Yea
Dr. Andrew Dick (ESU 13):	Yea
Geraldine Erickson (ESU 17):	Yea
Drew Harris (ESU 09):	Yea
Bill Heimann (ESU 01):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Deb Paulman (ESU 16):	Yea
Dr. Larianne Polk (ESU 07):	Yea
Gregg Robke (ESU 04):	Yea
Sarah Salem (ESU 18):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Dr. John Skretta (ESU 06):	Yea
Constance Wickham (ESU 19):	Yea

Yea: 15, Nay: 0

Approval of February Expenses to be paid in March.

Treasurer reviewed February expenses to be paid in March to be approved by Board.

Recommend motion to approve February expenses to be paid in March Passed with a motion by Geraldine Erickson (ESU 17) and a second by Dr. John Skretta (ESU 06).

Greg Barnes (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea

Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Approve ESUCC PDO Calendar 2021-2023

President reviewed ESUCC PDO calendar for 2021-2023 to be approved by Board.

Approve ESUCC PDO Calendar 2021-2023 Passed with a motion by Dr. Larianne Polk (ESU 07) and a second by Dr. Brenda McNiff (ESU 05).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Approve SIMPL in MSA

President reviewed the Master Service Agreement (MSA) SIMPL that will remain the same for 2021-2022.

Approve SIMPL in MSA to the remain the same as 2020-2021 for 2021-2022 Passed with a motion by Dr. Larianne Polk (ESU 07) and a second by Constance Wickham (ESU 19).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Approve Auditor for ESUCC

ESUCC went through the RFP process for a local auditor with two submissions. The committee recommend the firm SEIM Johnson, LLP for the ESUCC auditor for three fiscal years.

Recommend approval of Seim Johnson, LLP as the auditor of record for the ESUCC for three years (Audit FY '20, '21, '22) Passed with a motion by Dr. Larianne Polk (ESU 07) and a second by Greg Barnes (ESU 11).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea

Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Approve SEIM Arrangement Letter for FY 20

The president recommends the acceptance of SEIM Johnson, LLP arrangement letter for FY' 20. Recommend Approval of the SEIM Arrangement Letter for audit FY20 Passed with a motion by Dr. Ted DeTurk (ESU 02) and a second by Dr. Dan Schnoes (ESU 03).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Approve Executive Director Salary/Benefits for 2021-2022

President recommends approval of 4.5% raise for the Executive Director for 2021-2022.

Recommend approval of 4.5% total compensation package increase for Executive Director Lofquist for 2021-2022 Passed with a motion by Dr. Larianne Polk (ESU 07) and a second by Paul Calvert (ESU 15).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea

Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Resignation of Mike Danahy

President recommends accepting the resignation of Mike Danahy with much appreciation for his years of service with ESU and ESUCC.

Recommend accepting the resignation of Mike Danahy Recommend accepting the resignation of Mike Danahy with much appreciation for his years of service with ESU and ESUCC Passed with a motion by Dr. Larianne Polk (ESU 07) and a second by Geraldine Erickson (ESU 17).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Public Comment

There was no public comment.

Recommendations from Standing Committees and Project Reports

Information Services Committee

The Committee Chair shared discussion in committee. The Innovation Grant will be extended another year. Discussed the GEER funding for devices and broadband initiative. They are working on a speed test with the families across the state.

Approve NOC - Wyebot Renewal

The Committee Chair discussions in committee regarding the payment of Wyebot from NOC training funds.

Recommend approval of the NOC budget request to use training dollars to pay the Wyebot renewal Passed with a motion by Dr. Ted DeTurk (ESU 02) and a second by Gregg Robke (ESU 04).

Greg Barnes (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea
Dr. Ted DeTurk (ESU 02):	Yea
Dr. Andrew Dick (ESU 13):	Yea
Geraldine Erickson (ESU 17):	Yea
Drew Harris (ESU 09):	Yea
Bill Heimann (ESU 01):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Deb Paulman (ESU 16):	Yea
Dr. Larianne Polk (ESU 07):	Yea
Gregg Robke (ESU 04):	Yea
Sarah Salem (ESU 18):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Dr. John Skretta (ESU 06):	Yea
Constance Wickham (ESU 19):	Yea

Yea: 15, Nay: 0

Recommend Approval NOC Budget

The Committee Chair shared the NOC budget requests for 2021-2022.

Recommend approval of NOC budget requests for 2021-2022 Passed with a motion by Bill Heimann (ESU 01) and a second by Dr. John Skretta (ESU 06).

Dr. Ted DeTurk (ESU 02):	Nay
Greg Barnes (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea
Dr. Andrew Dick (ESU 13):	Yea
Geraldine Erickson (ESU 17):	Yea
Drew Harris (ESU 09):	Yea
Bill Heimann (ESU 01):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Deb Paulman (ESU 16):	Yea
Dr. Larianne Polk (ESU 07):	Yea
Gregg Robke (ESU 04):	Yea

Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 14, Nay: 1

Recommend Approval of TLT Budget Requests 2021-2022

The Committee Chair shared the TLT budget requests for 2021-2022.

Recommend Approval of TLT Budget Requests 2021-2022 Passed with a motion by Dr. Ted DeTurk (ESU 02) and a second by Constance Wickham (ESU 19).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Education Resources

The Committee Chair shared discussions in committee. There will be a Zearn Math Institute this summer through NDE. SRS reported they are ready to pilot the 504 portions of SRS.

Recommend approval of SDA Budget Requests

The Committee Chair shared the SDA budget requests for 2021-2022.

Motion to approve the SDA budget requests for 2021-2022 Passed with a motion by Dr. Brenda McNiff (ESU 05) and a second by Geraldine Erickson (ESU 17).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Recommend Approval of ESPD Budget Requests

The Committee Chair shared the ESPD budget requests for 2021-2022.

Motion to approve the ESPD budget requests for 2021-2022 Passed with a motion by Dr. Brenda McNiff (ESU 05) and a second by Dr. Ted DeTurk (ESU 02).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Recommend Approval of PDO Fees

The Committee Chair shared the PDO budget for 2021-2022 for the amount of \$3653.

Motion to approve the PDO budget fee \$3653 for 2021-2022 Passed with a motion by Dr. Brenda McNiff (ESU 05) and a second by Dr. Larianne Polk (ESU 07).

Dr. Ted DeTurk (ESU 02): Nay
Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 14, Nay: 1

Recommend Approve of SRS Fees

President shared that SRS fees will remain the same for 2021-2022.

Motion to approve the SRS Fees to remain the same for 2021-2022 Passed with a motion by Dr. Brenda McNiff (ESU 05) and a second by Greg Barnes (ESU 11).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Ted DeTurk (ESU 02): Yea
Dr. Andrew Dick (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Drew Harris (ESU 09): Yea
Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Deb Paulman (ESU 16): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Sarah Salem (ESU 18): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Constance Wickham (ESU 19): Yea
Yea: 15, Nay: 0

Legal Committee

The Committee Chair shared discussions in committee. Discussed several legislative bills. Continue to watch the Bromm's bill tracker for updates. Coop sales are up for the quarter. Coop had a lengthy discussion on a possible contract with Amazon Business.

Approve Special Buy agreement with World Book Inc.

The Committee Chair shared the contract for World Book, Inc to be approved.

Approve Special Buy agreement with World Book Inc. upon a favorable review by ESUCC appointed Attorney Passed with a motion by Greg Barnes (ESU 11) and a second by Dr. John Skretta (ESU 06).

Greg Barnes (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea
Dr. Ted DeTurk (ESU 02):	Yea
Dr. Andrew Dick (ESU 13):	Yea
Geraldine Erickson (ESU 17):	Yea
Drew Harris (ESU 09):	Yea
Bill Heimann (ESU 01):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Deb Paulman (ESU 16):	Yea
Dr. Larianne Polk (ESU 07):	Yea
Gregg Robke (ESU 04):	Yea
Sarah Salem (ESU 18):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Dr. John Skretta (ESU 06):	Yea
Constance Wickham (ESU 19):	Yea

Yea: 15, Nay: 0

NEW ESU Chief Administrators

Discussed COVID vaccines and will masks still be required? Plan to continue to follow health department guidelines. HR Training will be meeting on March 23 to continue discussions. School Mental Health will be moving to a virtual format and held on June 2-3, 2021. Discussed the Power School Consortium and possibility of bringing it under the ESUCC.

Leadership and Learning

Tabled until we meet face to face.

Adjournment

Meeting adjourned at 1:00PM.

Educational Service Unit Coordinating Council
Executive Committee Meeting
Wednesday, April 7, 2021, 4:15 PM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Springview Herald
Valentine Midland News
Red Cloud Leader
Ainsworth News
ESUCC webpage
NE Public Meetings

Posted Date: 03/31/2021

1. Call to Order

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.

Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site.

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Closed Session:

The council may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meetings Act.

Approve Claims, Financials Statements, and Assets for Month of February Passed with a motion by Geraldine Erickson (ESU 17) and a second by Dr. Larianne Polk (ESU 07).

Paul Calvert (ESU 15): Yea

Geraldine Erickson (ESU 17): Yea

Bill Heimann (ESU 01): Yea

Dr. Larianne Polk (ESU 07): Yea

Dr. Dan Schnoes (ESU 03): Yea

Yea: 5, Nay: 0

2. Roll Call

3. Agenda Item

3.1. Financials

3.1.1. Approve Claims, Financials Statements, and Assets for Month of February

Treasurer reviewed the Claims, Financials Statements, and Assets for Month of February.

3.1.2. Approval of March Expenses to be paid in April.

Total = \$443,140.86

Treasurer reviewed the expenses to be approved for March and paid in April.

Recommend motion to approve March expenses to be paid in April Passed with a motion by Geraldine Erickson (ESU 17) and a second by Paul Calvert (ESU 15).

Paul Calvert (ESU 15): Yea

Geraldine Erickson (ESU 17): Yea

Bill Heimann (ESU 01): Yea

Dr. Larianne Polk (ESU 07): Yea

Dr. Dan Schnoes (ESU 03): Yea

Yea: 5, Nay: 0

3.1.3. Monthly Staff Budget Meeting

Treasurer shared discussion from monthly budget meeting.

3.2. Executive Committee

3.2.1. Staff Salary/Benefits for 2021-2022

To be approved in May.

Executive Director shared the options for staff salary increase.

3.2.2. Final MSA 2021-2022

President shared the final draft of the MSA for 2021-2022.

3.2.3. Rule 84 Rewrite (ad hoc committee)

Executive Director discussed the Rule 84 re-write and the need to finalize suggested changes.

3.2.4. Power School Consortium

Executive Director gave an update on the possibility of bringing consortium under the ESUCC. Currently, waiting on a contract from PowerSchool.

3.2.5. Hand Sanitizer Donation Offer

We received the info below from NEA that might benefit your district/ESU:

Hand Sanitizer Donation Offer

The Federal Emergency Management Agency (FEMA) Donations Office received a large quantity of hand sanitizer for distribution. The U.S. Department of Education is assisting FEMA with communicating this opportunity to schools across the country.

Description of product:

- Plastic bottles - 3 oz, 8 oz, 12 oz, 30 oz, 34 oz and 50 ml sizes.

- Full truckloads [26 pallets] of each size available. Must order by truckload/size bottle:
- 50ML (1.7oz) - 269,568 units per truckload.
- 3 oz - 144,144
- 8 oz - 59,904
- 12 oz - 112,320
- 30 oz - 17,160
- 34 oz - 18,720
- Moisturizing formula, 62% alcohol, expiration date 09/2022, Safety Data Sheet attached
- See link [Equate Hand Sanitizers](#) for product information

Logistical Information:

- Transportation will be provided by donor.
- If the size you request is out, donor may substitute with a different size.
- Immediately available for shipping - supply will not last long.
- Each truck load will be shipped to one location, then it can be further distributed by recipient, including international.
- A Hold Harmless Agreement must be completed and returned when placing order.
- Recipient location must be able to off-load 53' semi-trailer - loading dock, forklift/pallet jack required - and safely store delivered supply.

Instructions:

1. Complete the attached forms:
 1. WM Hold Harmless Agreement
 2. WM Request Template
2. Send completed forms to FEMA-Donations-Mgt@fema.dhs.gov with subject line: *Hand Sanitizer Donation*.

Disclaimers:

The U.S. Department of Education is providing assistance to FEMA. The Department's assistance to FEMA should not be viewed or construed as an endorsement of any particular product or brand of hand sanitizer, nor any particular product or brand donor(s). Any questions should be directed to FEMA-Donations-Mgt@fema.dhs.gov.

Executive Director gave an update on the hand sanitizer donation offer through FEMA.

4. Next Meeting Agenda Items
5. Adjournment
Meeting adjourned at 4:49 PM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}

Executive Committee Meeting
Wednesday, April 7, 2021 4:15 PM
Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Financials
Committee Chair

3.1.1. Approve Claims, Financials Statements, and Assets for Month of February
Committee Chair

3.1.2. Approval of March Expenses to be paid in April.
Committee Chair

3.1.3. Monthly Staff Budget Meeting
Committee Chair

3.2. Executive Committee
Board President

3.2.1. Staff Salary/Benefits for 2021-2022
Executive Director

3.2.2. Final MSA 2021-2022
Executive Director

3.2.3. Rule 84 Rewrite (ad hoc committee)
Executive Director Lofquist

3.2.4. Power School Consortium
Executive Director Lofquist

3.2.5. Hand Sanitizer Donation Offer
Executive Director Lofquist

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

February 28, 2021

Checkbook Balances:				
As of Sept. 1, 2020		\$1,421,778.35		
As of February 1, 2021 =		\$7,593,347.90		
	February 2021 Receipts	February 2021 Disbursements	February 2020 Receipts	February 2020 Disbursements
ESUCC Admin	\$606.44	(\$34,348.25)	\$1,972.33	(\$16,912.59)
COOP	\$29,557.58	(\$24,709.53)	\$32,727.84	(\$25,275.20)
DEC	\$0.00	(\$25,149.22)	\$0.00	(\$20,721.19)
IMAT	\$0.00	(\$7,810.17)	\$0.00	(\$6,679.13)
SRS	\$0.00	(\$39,307.70)	\$0.00	(\$38,532.06)
PDO	\$1,657,584.98	(\$1,177,884.60)	\$205,399.98	(\$707.11)
	\$1,687,749.00	-\$1,309,209.47	\$240,100.15	-\$108,827.28
ESUCC Reserve	\$250,000.00			
As of February 28, 2021 =	\$7,971,887.43		Feb. 28, 2020 =	\$1,728,296.10

Outstanding Receipts As Of 02/28/21

ESUCC Admin.	\$0.00
MSA, Govt Relations	\$0.00
COOP	\$9,937.86
Annual Buy Vendor Admin Fees	\$2,462.78
School Orders Worldbook/Movie Lic./Security	\$301.27
AEPA/Special Buys/Food/Custodial Admin Fees	\$7,173.81
DEC	\$0.00
	\$0.00
IMAT	\$0.00
NDE, ISKME Renewal	\$0.00
MSA, Digital Learning Fee	\$0.00
Digital Age Pedagogy Project	\$0.00
SRS	\$0.00
MSA, SRS Admin Fee	\$0.00
PDO	\$29,070.40
MSA, PDO Admin Fees	\$0.00
NDE, TLT Special Project	\$11,240.00
Grants (GEERS)	\$17,830.40
Crisis	\$0.00
PD Trainings/Reg. Fees	\$0.00
Total:	\$39,008.26

FY Net Activity 02/28/21

ESUCC Admin	\$173,846.18
COOP	\$203,461.27
DEC	\$146,394.34
IMAT	\$58,931.44
SRS	-\$110,698.39
PDO	\$6,078,174.24
	\$6,550,109.08

Budget Notes/Comments, February 2021:

31.20%	Total Budget Usage
33.33%	Adjusted Budget Usage
50.00%	Budget Usage Average (6 months)

Notes/Special Receipts, February 2021:

\$1,656,899.98	NDE, GEERS Funds
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Notes/Special Disbursements, February 2021:

\$17,700.00	Bromm & Associates, ADMN Lobbyist
\$1,077,439.70	GEERS Reimbursements to Schools
\$22,503.90	CDW, GEERS Devices
\$57,503.04	Insight, GEERS Devices
\$13,685.00	Staples, GEERS Devices

March Expenses Payable April 2021 Total \$443,140.86

\$3,700.00	Seim Johnson, Audit Interim Billing
\$2,000.00	ISKME, Imat Renewal
\$9,975.00	Wyebot, NOC Training/Renewal
\$2,566.40	CDW, GEERS Devices
\$9,350.00	Dell, GEERS Devices
\$266,764.64	Staples, GEERS Devices

Special Projects/Grants Status as of April 8, 2021:

	Receipts	Expenditures
SIMPL Expenditures		\$6,268.50
Software Innovation Network	\$420,000.00	\$53,814.27
GEERS Adviser	\$9,975,170.27	\$8,033,726.57
		\$3,875.00

HAND SANITIZER DONATION OFFER

The Federal Emergency Management Agency (FEMA) Donations Office received a large quantity of hand sanitizer for distribution. The U.S. Department of Education is assisting FEMA with communicating this opportunity to schools across the country. The following information has been provided by FEMA:

Description of product:

- Plastic bottles – 3 oz, 8 oz, 12 oz, 30 oz, 34 oz and 50 ml sizes.
- Full truckloads [26 pallets] of each size available. Must order by truckload/size bottle:
 - 50ML (1.7oz) – 269,568 units per truckload.
 - 3 oz – 144,144
 - 8 oz – 59,904
 - 12 oz – 112,320
 - 30 oz – 17,160
 - 34 oz – 18,720
- Moisturizing formula, 62% alcohol, expiration date 09/2022, Safety Data Sheet attached.
- See link [Equate Hand Sanitizers](#) for product information.

Logistical Information:

- Transportation will be provided by donor.
- If the size you request is out, donor may substitute with a different size.
- Immediately available for shipping – supply will not last long.
- Each truck load will be shipped to one location, then it can be further distributed by recipient, including international.
- A Hold Harmless Agreement must be completed and returned when placing order.
- Recipient location must be able to off-load 53’ semi-trailer – loading dock, forklift/pallet jack required – and safely store delivered supply.

Instructions:

1. Complete the attached forms:
 - a. WM Hold Harmless Agreement
 - b. WM Request Template
2. Send completed forms to FEMA-Donations-Mgt@fema.dhs.gov with subject line: *Hand Sanitizer Donation*.

Disclaimers:

The US Department of Education is providing assistance to FEMA. The Department’s assistance to FEMA should not be viewed or construed as an endorsement of any particular product or brand of hand sanitizer, nor any particular product or brand donor(s). The Department’s assistance to FEMA, and participation in this activity, is limited solely and exclusively to the communication of this opportunity to schools across the country. Any questions should be directed to FEMA-Donations-Mgt@fema.dhs.gov

**2021-2022 Master Services Agreement
Between the
Educational Service Unit Coordinating Council and
Educational Service Unit __**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021 (“effective date”) by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as “the Council” or “the ESUCC,” and EDUCATIONAL SERVICE UNIT NO. ____, a political subdivision of the State of Nebraska referred to as “the ESU.”

Recitals

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

Whereas, the ESU wishes to receive certain services and participate in certain Projects that are conducted by the ESUCC; and

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

1. General Provisions

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively “Projects”) which ESUCC supplies to the ESU for the 2021-22 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC’s Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2021 and ending on July 31, 2022.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- i. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU 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.
- o. Employment Eligibility Verification. The parties 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 a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party 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.

2. Professional Development Project (ESUPDO Project)

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.

- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide. The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of four affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.
- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
- iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
- iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
- v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$3,653 to fund the activities of the Professional Development Annual Program.

- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include a registration, material, and other fees. Such fees will be set at no more than \$20 per person per day. Material and other fees will be actually incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

The following is a cost summary for this project:

Section 2	PD Annual Program Fees	\$ 3,653
	(Each ESU will participate.)	
Section 3	PD Participation Fees	\$ 20 per person per day
	(Each ESU will participate.)	

MSA Fees for 2020-2021: \$3,404/\$20

- 3. Service Implementation Model Process and Log (SIMPL): This service is a data-driven process to systematically identify the needs of our districts and develop services to fill the gaps. The SIMPL online tool allows ESUs to comprehensively assess the available services for optimal implementation at the school district level.

The following is a cost summary for this project.

SIMPL fee	Up to \$ 1,500
(Each ESU will participate.)	

Fees for 2020-2021: Up to \$1,500

**4. Digital Learning Services and Projects:
Encompassing Distance Education, BlendEd Learning, Open Educational
(OER), Instructional Materials, and Learning Management Systems (LMS)**

- a. Purpose of Digital Learning Services and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of state-wide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of these services is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. Nebraska Department of Education Rule 84. Pursuant to Rule 84, all ESUs are required to participate in statewide core service initiatives as established by the ESUCC as a condition of accreditation. Components of the Digital Learning Services and Projects are mandatory statewide services administered by the ESUCC and require financial support from all ESUs.
- c. Distance Education Brokering. The ESUCC will provide the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. Funding for this service is provided by allocated State appropriation. If additional fees for distance education brokering become necessary, they will be approved by the ESUCC board through the approval process.
- d. BlendEd Advisory Committee. The ESUCC shall appoint educators and other experts to a BlendEd Advisory Committee. The initial committee shall consist of up to 20 members representing distance education, instructional materials, learning management systems, and general knowledge about professional development relevant to the original initiative. The Advisory Committee shall provide the ESUCC’s Executive Director and Digital Learning Coordinator with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of Nebraska. The ESUCC Executive Director and Digital Learning Coordinator may also form ad hoc committees from time to time to address matters relevant to the Digital Learning Services and Projects.

- e. Open Educational Resources (OER): The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources. The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of Education, the ESUCC, school districts and educators are possible and provides the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. The cost for the platform and services is funded by the Digital Learning administration fee.
- f. Learning Object Repositories (LOR): ESUCC will coordinate **access** to digital libraries that enable educators from within participating ESUs to use educational resources that are aligned to academic standards. These digital libraries may include both free and subscription based services, including but not limited to the following: Learn360, Nebraska OER, NROC web-based tools and PBS Learning Media.
- g. Conditions of Participation.
 - i. Intellectual Property. The ESU and each of its participating school districts agrees to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
 - ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.
- h. Fees. Each ESU will be invoiced \$5,700 fee to support the administration of statewide Digital Learning Services and Projects. Mandatory participation includes financial support of the services pursuant to the terms set forth in this section. Additional fees may be determined and assessed by the ESUCC board to provide these necessary services.

The following is a cost summary for the project:

Digital Learning Administration (Each ESU will participate.)	\$ 5,700
---	-----------------

MSA Fees for 2020-2021: \$ 5,700

- i. Optional Digital Learning Services and Projects. The Digital Learning Services and Projects are structured to allow ESUs to participate at the mandatory level or at an expanded level. The expanded optional services and projects supplement the statewide efforts in blended learning, open educational resources, instructional materials, and other digital learning products as recommended by appropriate affiliates. On an annual basis, ESUs may choose to participate in all or none of the expanded optional projects or services. Some of the services are made available to school districts directly when an ESU does not participate in the expanded optional

5. Cooperative Purchasing Project

- a. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.

- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
 - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
 - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
 - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
 - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
 - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory “public lettings” provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
 - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
 - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace. Merchandise will be shipped as specified in bid terms and conditions
 - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
 - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
 - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
 - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

(On the Summary Page, please check the box if the ESU will participate in the service.)

6. Special Education Project

- a. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.
- b. Fees. Each Participating ESU will pay a fee of \$5,500 to fund the Special Education Project.
- c. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

<u>2020-2021</u>	<u>2021-2022 - no increase</u>	<u>Tier</u>
\$174	\$174	<100
\$452	\$452	100-249
\$901	\$901	250-499
\$2,705	\$2,705	500-999
\$3,607	\$3,607	1000-1999
\$4,508	\$4,508	2000-3999
\$8,584 (no increase)	\$8,584	4000-17999

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

Special Education Project	\$ 5,500
Additional SRS Fees (Tier)	\$see chart above

MSA Fees for 2020-2021: \$ 5,500

(On the Summary Page, please check the box if the ESU will participate in the service.)

7. Legislative and Governmental Relations Project

- a. Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.

- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
 - i. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
 - ii. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
 - iii. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters

- c. Fees. Each Participating ESU will pay a fee of \$2059 to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC’s actual costs.

The following is a cost summary for this project.

Govt. Relations	\$ 2059.00
<i>Govt. Relations (2021 & 2022)</i>	<i>\$ 2059.00</i>

(On the Summary Page, please check the box if the ESU will participate in the service.)

Summary of MSA Fees 2021-2022

Please check and initial the relevant boxes below indicating the services in which the Service Unit wishes to participate. (Please note all projects within the MSA are provided with an either (1) a specific charge, (2) no charge for the project, or (3) a required participation fee for all ESUs.)

	<u>2020-2021</u>	<u>2021-2022</u>
ESUPDO with the following costs for PD services. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)		
Section 2 PD Annual Program Fees	\$ 3404	\$ 3,653
Section 3 PD Participation Fees\$ 20 per person/per day		
SIMPL (Each ESU will participate.)		
SIMPL	Up to \$ 1,500	Up to \$ 1,500
Digital Learning Services/Administration: Encompassing Distance Education, BlendEd, OER and other digital learning administrative functions. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)		
Digital Learning Administration	\$ 5,700	\$ 5,700
<input type="checkbox"/> ___ Digital Learning Projects/ESUCC Professional Library	\$ 600	\$ 600
Digital Learning Projects/Learn360		
Media On Demand		Coop Marketplace
Digital Learning/Special Projects		
Learning Objects/Special Projects were combined Budgeted amount - Projects subject to approval vote	\$ 7,500	\$ 7,500
Coop Purchasing	\$ 0.00	\$ 0.00
<input type="checkbox"/> ___ SRS Special Education Project	\$ 5,500	\$ 5,500
<input type="checkbox"/> ___ SRS Additional SRS Fees (Tier)	(see table on pg. 10)	
Legislative and Governmental Relations		
Govt. Relations	\$ 2,059	\$ 2,059

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

FOR EDUCATIONAL SERVICE UNIT # ____:

I certify that I have checked the relevant boxes above indicating the Projects in which the Service Unit wishes to participate.

OR

I certify that the Service Unit Wishes to Participate in ALL of the above projects.

FOR THE EDUCATIONAL SERVICE UNIT:

(Signature)

(Date)

(Printed name)

(Title)

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(Signature)

(Date)

Kraig J Lofquist
ESUCC Executive Director

Safety data sheet

10.1. Identification

Product form : mixture :

Product name : Anti-Bacterial Hand Sanitizer

10.2. Relevant identification uses of the substance or mixture and uses advised against

- relevant identified uses

Intended for general public

Main use category : consumer use

Use of the substance : cosmetics, personal care products

1.2.1 Uses advised against

No additional information available.

10.3. Details of the supplier of the safety data sheet

Manufacture: BBC Group Co.Ltd

Address: Yangxia Developing Zone, Pumei Town, Yunxiao County, Zhangzhou City, Fujian Province, China 363300

10.4. Emergency telephone number

Emergency telephone : 86-0596-8891288

SECTION 2. Hazard(s) Identification

2.1 Classification of the substance or mixture

CHS-US Classification

Skin Sens. 1 H317

Flam. Liq. 2 H225

Full text of H statements: see section 16

2.2 Label elements

GHS-US labeling

Hazard pictograms (GHS-US)

Hazard :
pictograms
(GHS-US)



Signal word : Danger
(GHS-US)

Hazard : H225 - Highly flammable liquid and vapour
statements H317 - May cause an allergic skin reaction
(GHS-US)

Precautionary : P210 - Keep away from heat, hot surfaces, open flames, sparks.. - No smoking
statements P233 - Keep container tightly closed
(GHS-US) P240 - Ground/bond container and receiving equipment
P241 - Use explosion-proof equipment
P242 - Use only non-sparking tools
P243 - Take precautionary measures against static discharge
P261 - Avoid breathing vapours/spray
P272 - Contaminated work clothing must not be allowed out of the workplace
P280 - Wear eye protection, protective clothing, protective gloves
P302+P352 - If on skin: Wash with plenty of water
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing.
Rinse skin with water/shower
P321 - Specific treatment (see instructions on this label)

P333+P313 - If skin irritation or rash occurs: Get medical advice/attention
P362+P364 - Take off contaminated clothing and wash it before reuse
P370+P378 - In case of fire: Use alcohol resistant foam, carbon dioxide (CO₂),
dry extinguishing to extinguish
P403+P235 - Store in a well-ventilated place. Keep cool
P501 - Dispose of contents/container to comply with applicable local,
national and international

2.3 Other hazards

No additional information available

2.4 Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

CAS #	INGREDIENTS	WEIGHT %
64-17-5	Alcohol Denat.	62.000000
7732-18-5	Water/Aqua/Eau	37.074000
61788-85-0	PEG-40 Hydrogenated Castor Oil	0.400000
N/A	Fragrance/Parfum	0.300000
176429-87-1	Acrylates/C10-30 Alkyl Acrylate Crosspolymer	0.200000
1310-73-2	Sodium Hydroxide	0.0160000
3734-33-6	Denatonium Benzoate	0.0100000

Full text of H-statements: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Remove person to fresh air and keep comfortable for breathing.
First-aid measures after skin contact	: Wash skin with plenty of water.
First-aid measures after eye contact	: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician immediately.
First-aid measures after ingestion	: Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	: None under normal use. May cause slight irritation.
Symptoms/injuries after skin contact	: None under normal use. May cause slight irritation.
Symptoms/injuries after eye contact	: Serious damage to eyes.
Symptoms/injuries after ingestion	: None under normal use. May cause slight irritation.

4.3. Indication of any immediate medical attention and special treatment needed

Treat symptomatically.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Use extinguishing media appropriate for

3

surrounding fire.

5.2. Special hazards arising from the substance or mixture

Fire hazard	: Flammable.
Explosion hazard	: Product is not explosive.
Reactivity	: The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

Precautionary measure fire	: stop leak if safe to do so.
Firefighting instructions	: Exercise caution when fighting any chemical fire.
Protection during firefighting	: Do not attempt to take action without suitable equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Protective equipment	:Wear suitable gloves and eye/face protection. Emergency
procedures	:Ventilate spillage area. Avoid contact with skin and eyes.

6.1.2. For emergency responders

Protective equipment	:Do not attempt to take action without suitable protective equipment. For further information refer to section 8 : "Exposure controls/personal protection ".
Emergency procedures	:Ventilate area. Stop leak if safe to do so.

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

For containment	:Collect spillage
Methods for cleaning up	:Take up liquid spill into absorbent material
Other information	:Dispose of materials or solid residues at an authorized site

6.4.Reference to other sections

For further information refer to section 8: " Exposure controls/personal " . For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling	:Ensure good ventilation of the work station. Avoid contact with skin and eyes. Wear personal protective equipment.
Hygiene measures	:Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures	:Ensure adequate ventilation.
Storage conditions	:Store in a well-ventilated place. Keep cool.

Incompatible products :Strong bases. Strong acids. Oxidizing agent.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

8.2. Exposure controls

Appropriate engineering controls	: Ensure good ventilation of the work station.
Personal protective equipment	: Safety glasses.



Hand protection	: Protective gloves.
Eye protection	: Safety glasses.
Skin and body protection	: Wear suitable protective clothing.
Respiratory protection:	In case of insufficient ventilation, wear suitable respiratory equipment.
Environmental exposure controls	: Avoid release to the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Transparent liquid
Appearance	: Viscous liquid.
Color	: Transparent
Odor	: No data available
Odor threshold	: No data available
PH	: 6.5-7.5
Melting point	: Not applicable
Freezing point	: No data available
Boiling point	: >35°C
Flash point	: <23°C
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Vapor pressure	: No data available
Relative density	: No data available
Relative vapor density at 20°C	: No data available
Density	: 0.88 g/c m ³
Solubility	: Solubility in water of Complete
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: 3000 mPa.s
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2 Other information

No additional information available

SECTION 10: Stability and reactivity

10.1 Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2 Chemical stability

Stable under normal conditions.

10.3 Possibility of hazardous reactions

No dangerous recommended known under normal conditions of use.

10.4 Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5 Incompatible materials

Strong oxidizing agents. Strong bases. Strong acids.

10.6 Hazardous decomposition productions

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1.information on toxicological effects

Acute toxicity	: Not classified
Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Causes serious eye damage.
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified

SECTION 12: Ecological information

12.1 toxicity

Ecology –general :The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

12.2 Persistence and degradability

No additional information available

12.3 bioaccumulative potential

No additional information available

12.4 mobility in soil

No additional information available

12.5 Other adverse effects

Effect on the global warming : No known ecological damage caused by this

product

SECTION 13 : Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector' sorting instructions.

Waste disposal recommendations : Avoid release to the environment.

SECTION 14: Transport information

	CLASS	UN/ID NUMBER	PACKING GROUP	SUBSIDIARY RISKS
RID/ADR : 3 Ethanol Solutions	3	1170	II	
IMDG : 3 Ethanol Solutions	3	1170	II	
ICAO/IATA : 3 Ethanol Solutions	3	1170	II	

SECTION 15 :Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic

Substances Control Act (TSCA) inventory except for:

This product or mixture does not contain a chemicals in excess of the applicable de minimis concentration as specified in the 40 CFR § 372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. international regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

California Proposition 65-This product does not contain any substances known to the state of California to cause cancer.

SECTION 16: Other information

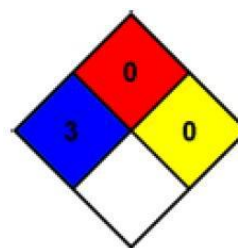
Full text of H-statements:

H318	Causes serious eye damage
------	---------------------------

NFPA health hazard :3-Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA fire hazard : 0-Materials that will not burn.

NFPA reactivity : 0-Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS III Rating

Health : 3 Serious Hazard-Major injury likely unless prompt action is taken and medical treatment is given

Flammability : 0 Minimal Hazard-Materials that will not burn

Physical : 0 Minimal Hazard-Materials that are normally stable, even under fire conditions, and will NOT react with water., polymerize, decompose, condense, or self-react.

Non-Explosives.

Personal Protection : A

A- Safety glasses

Date: 2020-1-6

HOLD HARMLESS AGREEMENT
Wal-Mart Stores East, LP
Donation Acknowledgment and Release

On this ____ day of _____, 20____, Wal-Mart Stores East, LP ("Wal-Mart") has donated to _____ ("Organization"), located at _____ the product listed on the attached Product Donation Form.

In consideration of Wal-Mart's donation of such product, Organization agrees to the following:

1. Organization hereby agrees and fully understands that it is receiving product from Wal-Mart as a donation to be used for its intended purpose, not disposed of, recycled or used for any other purpose and that such product is accepted by Organization in "As Is" condition.
2. Organization agrees that product will not be returned to any Wal-Mart store or SAM'S CLUB for an exchange or refund and that it will use its best efforts to prevent this from happening.
3. Organization agrees that if product cannot be used by it for its intended purpose, it will return the product to the Wal-Mart facility from which it was received.
4. Organization agrees to defend, indemnify and hold harmless Wal-Mart and its parent company, Wal-Mart Stores, Inc., and each company's officers, directors, employees or agents, from any and all claims, demands, damages, lawsuits, causes of action, fines, penalties (including attorneys' fees and costs) and any other liabilities whatsoever arising out of Organization's possession or use of the product, or the negligent acts or omissions of Organization.
5. Organization releases, relinquishes and discharges Wal-Mart and its parent company, Wal-Mart Stores, Inc., and each company's officers, directors, employees or agents from any and all claims, demands, causes of action, liabilities whatsoever and from any liability for damages and other expense related to injury to person or property (including any animal) resulting from or arising out of any defective condition in the product or from its possession, transportation, use or disposal by Organization. This release shall be binding upon and inure to the benefit of the parties, their successors and assigns.
6. Organization agrees that Wal-Mart has the right, but not the obligation, to (1) conduct either scheduled or unannounced inspections of its operations, or to also (2) audit its financial and other records relating to the product.

By signing below, the undersigned acknowledges that he/she has read and understands and agrees to be legally bound by this Agreement, and has been properly authorized and empowered to sign this Agreement on behalf of the Organization.

Signed: _____

Print Name: _____

Organization: _____

Tax ID #: _____

Title: _____

Date: _____

Adjusted Budget, February 2021

ORG UNIT	ACCOUNT TITLE		BUDGET	PERIOD EXP	ENCUMBRANCES	YEAR TO DATE ENC + EXP	AVAILABLE	YTD/ BUD
1202310100	20540 ADMIN BOARD EXP/DUES	ADVERTISING	\$2,300.00	\$508.32	\$0.00	\$3,405.31	-\$1,105.31	148.06
1202310100	20810 ADMIN BOARD EXP/DUES	DUES/FEES	\$16,090.00	\$0.00	\$0.00	\$6,225.00	\$9,865.00	38.69
1202510100	20315 ADMIN FISCAL SERVICES	ACCT/AUDIT	\$15,830.00	\$206.00	\$0.00	\$1,030.00	\$14,800.00	6.51
1202330100	20314 ADMIN LEGAL/GOVT RELATION	GOVT RELATIONS	\$35,203.00	\$17,700.00	\$0.00	\$31,650.00	\$3,553.00	89.91
1202330100	20317 ADMIN LEGAL/GOVT RELATION	LEGAL	\$15,050.00	\$0.00	\$0.00	\$1,323.96	\$13,726.04	8.8
1202560100	20531 ADMIN POSTAGE	POSTAGE/POSTAGE METER	\$350.00	\$0.00	\$0.00	\$59.07	\$290.93	16.88
1202530100	20550 ADMIN PRINT/PUB/DUP	PRINTING/BINDING	\$1,000.00	\$30.37	\$0.00	\$102.80	\$897.20	10.28
1202610100	20520 ADMIN RENT/LEASE	INSURANCE	\$9,999.00	\$959.00	\$0.00	\$7,293.00	\$2,706.00	72.94
1202610100	20440 ADMIN RENT/LEASE	RENT	\$2,367.00	\$0.00	\$0.00	\$986.20	\$1,380.80	41.66
1202320100	20333 ADMIN SALARY EXEC DIRECTO	MILEAGE	\$5,891.00	\$0.00	\$0.00	\$72.45	\$5,818.55	1.23
1202320100	20290 ADMIN SALARY EXEC DIRECTO	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320100	20330 ADMIN SALARY EXEC DIRECTO	PROF DEV	\$400.00	\$0.00	\$0.00	\$1,071.36	-\$671.36	267.84
1202320100	20230 ADMIN SALARY EXEC DIRECTO	RETIREMENT	\$9,316.00	\$791.38	\$0.00	\$3,956.90	\$5,359.10	42.47
1202320100	20110 ADMIN SALARY EXEC DIRECTO	SALARIES	\$84,360.00	\$8,026.24	\$0.00	\$40,131.23	\$44,228.77	47.57
1202320100	20220 ADMIN SALARY EXEC DIRECTO	SOCIAL SECURITY	\$6,453.00	\$609.84	\$0.00	\$1,711.87	\$4,741.13	26.53
1202320100	20610 ADMIN SALARY EXEC DIRECTO	SUPPLIES	\$400.00	\$12.56	\$0.00	\$373.28	\$26.72	93.32
1202320100	20580 ADMIN SALARY EXEC DIRECTO	TRAVEL (EXCEPT MILEAGE)	\$19,550.00	\$20.00	\$0.00	\$3,062.48	\$16,487.52	15.66
1202320100	20270 ADMIN SALARY EXEC DIRECTO	WORK COMP	\$562.00	\$48.42	\$0.00	\$242.10	\$319.90	43.08
1202800100	20333 ADMIN STAFF SALARY	MILEAGE	\$4,500.00	\$0.00	\$0.00	\$444.49	\$4,055.51	9.88
1202800100	20290 ADMIN STAFF SALARY	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800100	20230 ADMIN STAFF SALARY	RETIREMENT	\$5,515.00	\$459.55	\$0.00	\$2,297.75	\$3,217.25	41.66
1202800100	20110 ADMIN STAFF SALARY	SALARIES	\$55,829.00	\$4,652.38	\$0.00	\$23,261.86	\$32,567.14	41.67
1202800100	20220 ADMIN STAFF SALARY	SOCIAL SECURITY	\$3,635.00	\$296.28	\$0.00	\$1,481.36	\$2,153.64	40.75
1202800100	20580 ADMIN STAFF SALARY	TRAVEL (EXCEPT MILEAGE)	\$2,000.00	\$0.00	\$0.00	\$14.46	\$1,985.54	0.72
1202800100	20270 ADMIN STAFF SALARY	WORK COMP	\$335.00	\$27.91	\$0.00	\$139.55	\$195.45	41.66
1202580100	20530 ADMIN TECH SERVICES	COMPUTER/INTERNET/PHONE	\$582.00	\$0.00	\$0.00	\$565.84	\$16.16	97.22
1202580100	20320 ADMIN TECH SERVICES	CONTRACTED SERVICES	\$28,900.00	\$0.00	\$0.00	\$6,034.71	\$22,865.29	20.88
1202580100	20734 ADMIN TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580100	20650 ADMIN TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$733.00	\$0.00	\$0.00	\$0.00	\$733.00	0
			\$327,150.00	\$34,348.25	\$0.00	\$136,937.03	\$190,212.97	41.86%
1202310620	20810 BL DEC BOARD EXP/DUES	DUES/FEES	\$310.00	\$0.00	\$0.00	\$0.00	\$310.00	0
1202320620	20290 BL DEC EXEC SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320620	20230 BL DEC EXEC SALARY/EXP	RETIREMENT	\$6,723.00	\$571.10	\$0.00	\$2,855.50	\$3,867.50	42.47
1202320620	20110 BL DEC EXEC SALARY/EXP	SALARIES	\$60,878.00	\$5,792.13	\$0.00	\$28,960.65	\$31,917.35	47.57
1202320620	20220 BL DEC EXEC SALARY/EXP	SOCIAL SECURITY	\$4,657.00	\$440.09	\$0.00	\$1,235.38	\$3,421.62	26.53
1202320620	20270 BL DEC EXEC SALARY/EXP	WORK COMP	\$405.00	\$34.94	\$0.00	\$174.70	\$230.30	43.14
1202510620	20315 BL DEC FISCAL SERVICES	ACCT/AUDIT	\$1,085.00	\$0.00	\$0.00	\$0.00	\$1,085.00	0
1202330620	20317 BL DEC LEGAL/GOVT RELATIO	LEGAL	\$1,225.00	\$0.00	\$0.00	\$107.77	\$1,117.23	8.8
1202560620	20531 BL DEC POSTAGE	POSTAGE/POSTAGE METER	\$100.00	\$0.00	\$0.00	\$292.74	-\$192.74	292.74
1202530620	20550 BL DEC PRINT/PUB/DUP	PRINTING/BINDING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202250620	20640 BL DEC PRO DEV	PERIODICALS/BOOKS	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0
1202520620	20610 BL DEC PURCHASE/WAREHOUSE	SUPPLIES	\$500.00	\$0.00	\$0.00	\$229.15	\$270.85	45.83
1202610620	20440 BL DEC RENT/LEASE	RENT	\$4,030.00	\$0.00	\$0.00	\$1,679.10	\$2,350.90	41.67
1202800620	20733 BL DEC STAFF SALARY/EXP	FURNITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800620	20333 BL DEC STAFF SALARY/EXP	MILEAGE	\$4,000.00	\$0.00	\$0.00	\$1,351.26	\$2,648.74	33.78
1202800620	20290 BL DEC STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800620	20230 BL DEC STAFF SALARY/EXP	RETIREMENT	\$10,967.00	\$913.84	\$0.00	\$4,952.88	\$6,014.12	45.16
1202800620	20110 BL DEC STAFF SALARY/EXP	SALARIES	\$105,559.00	\$9,251.50	\$0.00	\$50,141.62	\$55,417.38	47.5
1202800620	20220 BL DEC STAFF SALARY/EXP	SOCIAL SECURITY	\$7,855.00	\$649.06	\$0.00	\$3,542.44	\$4,312.56	45.1

1202800620	20580	BL DEC STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$6,348.00	\$0.00	\$0.00	\$809.44	\$5,538.56	12.75
1202800620	20270	BL DEC STAFF SALARY/EXP	WORK COMP	\$666.00	\$55.50	\$0.00	\$277.50	\$388.50	41.67
1202580620	20530	BL DEC TECH SERVICES	COMPUTER/INTERNET/PHONE	\$4,593.00	\$87.92	\$0.00	\$736.83	\$3,856.17	16.04
1202580620	20320	BL DEC TECH SERVICES	CONTRACTED SERVICES	\$15,500.00	\$300.00	\$0.00	\$2,675.00	\$12,825.00	17.26
1202580620	20290	BL DEC TECH SERVICES	OTHER BENEFITS	\$42.00	\$0.00	\$0.00	\$0.00	\$42.00	0
1202580620	20230	BL DEC TECH SERVICES	RETIREMENT	\$7,041.00	\$592.74	\$0.00	\$2,963.70	\$4,077.30	42.09
1202580620	20110	BL DEC TECH SERVICES	SALARIES	\$71,279.00	\$6,000.71	\$0.00	\$30,003.55	\$41,275.45	42.09
1202580620	20220	BL DEC TECH SERVICES	SOCIAL SECURITY	\$5,453.00	\$393.61	\$0.00	\$1,968.07	\$3,484.93	36.09
1202580620	20734	BL DEC TECH SERVICES	TECH HARDWARE	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0
1202580620	20650	BL DEC TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$760.00	\$29.99	\$0.00	\$449.93	\$310.07	59.2
1202580620	20270	BL DEC TECH SERVICES	WORK COMP	\$428.00	\$36.09	\$0.00	\$180.45	\$247.55	42.16
				\$323,754.00	\$25,149.22	\$0.00	\$135,587.66	\$188,166.34	41.88%
1202320600	20230	BL IMAT EXEC DIR SALARY/E	RETIREMENT	\$1,153.00	\$97.90	\$0.00	\$489.50	\$663.50	42.45
1202320600	20110	BL IMAT EXEC DIR SALARY/E	SALARIES	\$10,436.00	\$992.94	\$0.00	\$4,964.70	\$5,471.30	47.57
1202320600	20220	BL IMAT EXEC DIR SALARY/E	SOCIAL SECURITY	\$798.00	\$75.44	\$0.00	\$211.77	\$586.23	26.54
1202320600	20270	BL IMAT EXEC DIR SALARY/E	WORK COMP	\$69.00	\$5.99	\$0.00	\$29.95	\$39.05	43.41
1202510600	20315	BL IMAT FISCAL SERVICES	ACCT/AUDIT	\$1,085.00	\$0.00	\$0.00	\$0.00	\$1,085.00	0
1202330600	20317	BL IMAT LEGAL/GOVT RELATI	LEGAL	\$1,225.00	\$0.00	\$0.00	\$107.77	\$1,117.23	8.8
1202560600	20531	BL IMAT POSTAGE	POSTAGE/POSTAGE METER	\$30.00	\$0.00	\$0.00	\$3.50	\$26.50	11.67
1202520600	20320	BL IMAT PURCHASE/WAREHOUS	CONTRACTED SERVICES	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
1202610600	20440	BL IMAT RENT/LEASE	RENT	\$992.00	\$0.00	\$0.00	\$413.15	\$578.85	41.65
1202800600	20333	BL IMAT STAFF SALARY/EXP	MILEAGE	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
1202800600	20290	BL IMAT STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800600	20230	BL IMAT STAFF SALARY/EXP	RETIREMENT	\$6,581.00	\$548.42	\$0.00	\$2,838.02	\$3,742.98	43.12
1202800600	20110	BL IMAT STAFF SALARY/EXP	SALARIES	\$65,260.00	\$5,552.05	\$0.00	\$28,731.21	\$36,528.79	44.03
1202800600	20220	BL IMAT STAFF SALARY/EXP	SOCIAL SECURITY	\$4,869.00	\$403.67	\$0.00	\$2,092.63	\$2,776.37	42.98
1202800600	20610	BL IMAT STAFF SALARY/EXP	SUPPLIES	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1202800600	20580	BL IMAT STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202800600	20270	BL IMAT STAFF SALARY/EXP	WORK COMP	\$400.00	\$33.28	\$0.00	\$166.40	\$233.60	41.6
1202580600	20530	BL IMAT TECH SERVICES	COMPUTER/INTERNET/PHONE	\$4,439.00	\$100.48	\$0.00	\$744.15	\$3,694.85	16.76
1202580600	20734	BL IMAT TECH SERVICES	TECH HARDWARE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
1202580600	20650	BL IMAT TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
				\$105,137.00	\$7,810.17	\$0.00	\$40,792.75	\$64,344.25	38.80%
1202310300	20540	COOP BOARD EXP/DUES	ADVERTISING	\$1,000.00	\$0.00	\$0.00	\$857.85	\$142.15	85.79
1202310300	20810	COOP BOARD EXP/DUES	DUES/FEES	\$4,290.00	\$0.00	\$0.00	\$15.00	\$4,275.00	0.35
1202320300	20290	COOP EXEC DIR SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320300	20230	COOP EXEC DIR SALARY/EXP	RETIREMENT	\$960.00	\$81.59	\$0.00	\$407.95	\$552.05	42.49
1202320300	20110	COOP EXEC DIR SALARY/EXP	SALARIES	\$8,697.00	\$827.45	\$0.00	\$4,137.25	\$4,559.75	47.57
1202320300	20220	COOP EXEC DIR SALARY/EXP	SOCIAL SECURITY	\$665.00	\$62.87	\$0.00	\$176.49	\$488.51	26.54
1202320300	20270	COOP EXEC DIR SALARY/EXP	WORK COMP	\$58.00	\$4.99	\$0.00	\$24.95	\$33.05	43.02
1202510300	20315	COOP FISCAL SERVICES	ACCT/AUDIT	\$13,330.00	\$0.00	\$0.00	\$0.00	\$13,330.00	0
1202330300	20820	COOP LEGAL/GOVT RELATIONS	JUDGEMENTS/SETTLEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202330300	20317	COOP LEGAL/GOVT RELATIONS	LEGAL	\$15,050.00	\$0.00	\$0.00	\$1,323.96	\$13,726.04	8.8
1202560300	20531	COOP POSTAGE	POSTAGE/POSTAGE METER	\$1,500.00	\$0.00	\$0.00	\$231.08	\$1,268.92	15.41
1202530300	20550	COOP PRINT/PUB/DUP	PRINTING/BINDING	\$250.00	\$17.50	\$0.00	\$87.50	\$162.50	35
1202520300	20900	COOP PURCHASE/WAREHOUSE/D	OTHER PROGRAM PUCHASES	\$22,341.00	\$0.00	\$0.00	\$22,340.93	\$0.07	100
1202520300	20610	COOP PURCHASE/WAREHOUSE/D	SUPPLIES	\$1,200.00	\$0.00	\$0.00	\$277.07	\$922.93	23.09
1202610300	20520	COOP RENT/LEASE	INSURANCE	\$384.00	\$32.00	\$0.00	\$160.00	\$224.00	41.67
1202610300	20440	COOP RENT/LEASE	RENT	\$8,842.00	\$608.00	\$0.00	\$4,132.25	\$4,709.75	46.73
1202800300	20333	COOP STAFF SALARIES/EXP	MILEAGE	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0
1202800300	20290	COOP STAFF SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0

1202800300	20230	COOP STAFF SALARIES/EXP	RETIREMENT	\$23,297.00	\$1,941.42	\$0.00	\$9,707.10	\$13,589.90	41.67
1202800300	20110	COOP STAFF SALARIES/EXP	SALARIES	\$235,853.00	\$19,654.36	\$0.00	\$98,271.76	\$137,581.24	41.67
1202800300	20220	COOP STAFF SALARIES/EXP	SOCIAL SECURITY	\$14,462.00	\$1,169.57	\$0.00	\$5,847.81	\$8,614.19	40.44
1202800300	20580	COOP STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0
1202800300	20270	COOP STAFF SALARIES/EXP	WORK COMP	\$1,415.00	\$117.94	\$0.00	\$589.70	\$825.30	41.67
1202580300	20530	COOP TECH SERVICES	COMPUTER/INTERNET/PHONE	\$1,769.00	\$146.80	\$0.00	\$885.10	\$883.90	50.03
1202580300	20320	COOP TECH SERVICES	CONTRACTED SERVICES	\$7,210.00	\$0.00	\$0.00	\$360.00	\$6,850.00	4.99
1202580300	20734	COOP TECH SERVICES	TECH HARDWARE	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0
1202580300	20650	COOP TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$76,809.00	\$45.04	\$0.00	\$76,545.10	\$263.90	99.66
				\$456,982.00	\$24,709.53	\$0.00	\$226,378.85	\$230,603.15	49.54%
1202250560	20320	PDO CRISIS PRO DEV	CONTRACTED SERVICES	\$60,000.00	\$0.00	\$0.00	\$3.00	\$59,997.00	0.01
1202250560	20580	PDO CRISIS PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
1202250530	20580	PDO ESPD PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1203575570	20333	PDO INNOVATIVE GRANT	MILEAGE	\$0.00	\$0.00	\$0.00	\$61.48	-\$61.48	0
1202330500	20317	PDO LEGAL/GOVT RELATIONS	LEGAL	\$2,500.00	\$0.00	\$0.00	\$409.50	\$2,090.50	16.38
1202250510	20640	PDO NOC PROF DEV	PERIODICALS/BOOKS	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0
1202250510	20330	PDO NOC PROF DEV	PROF DEV	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0
1202250510	20580	PDO NOC PROF DEV	TRAVEL (EXCEPT MILEAGE)	\$3,050.00	\$0.00	\$0.00	\$0.00	\$3,050.00	0
1202560500	20531	PDO POSTAGE	POSTAGE/POSTAGE METER	\$250.00	\$0.00	\$0.00	\$110.03	\$139.97	44.01
1202520500	20610	PDO PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202250520	20640	PDO SDA PRO DEV	PERIODICALS/BOOKS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
1202250520	20330	PDO SDA PRO DEV	PROF DEV	\$1,620.00	\$0.00	\$0.00	\$750.00	\$870.00	46.3
1202250520	20580	PDO SDA PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$5,300.00	\$0.00	\$0.00	\$0.00	\$5,300.00	0
1202800500	20333	PDO STAFF SALARIES/EXP	MILEAGE	\$1,000.00	\$0.00	\$0.00	\$105.80	\$894.20	10.58
1202800500	20330	PDO STAFF SALARIES/EXP	PROF DEV	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	0
1202800500	20230	PDO STAFF SALARIES/EXP	RETIREMENT	\$736.00	\$61.35	\$0.00	\$306.75	\$429.25	41.68
1202800500	20110	PDO STAFF SALARIES/EXP	SALARIES	\$7,453.00	\$621.11	\$0.00	\$3,105.54	\$4,347.46	41.67
1202800500	20220	PDO STAFF SALARIES/EXP	SOCIAL SECURITY	\$506.00	\$41.77	\$0.00	\$208.85	\$297.15	41.27
1202800500	20580	PDO STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$5,000.00	\$396.00	\$0.00	\$11,455.95	-\$6,455.95	229.12
1202800500	20270	PDO STAFF SALARIES/EXP	WORK COMP	\$45.00	\$3.73	\$0.00	\$18.65	\$26.35	41.44
1203500500	20320	PDO STATE GRANTS	CONTRACTED SERVICES	\$19,105,000.00	\$1,176,760.64	\$1,913,029.39	\$6,254,860.62	\$12,850,139.38	32.74
1202580500	20320	PDO TECH SERVICES	CONTRACTED SERVICES	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	100
1202580500	20650	PDO TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202250540	20330	PDO TLT PRO DEV	PROF DEV	\$3,750.00	\$0.00	\$0.00	\$1,350.00	\$2,400.00	36
1202250540	20580	PDO TLT PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$4,800.00	\$0.00	\$0.00	\$0.00	\$4,800.00	0
				\$19,265,760.00	\$1,177,884.60	\$1,913,029.39	\$6,274,246.17	\$12,991,513.83	32.57%
1202320400	20290	SRS EXEC DIR SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320400	20230	SRS EXEC DIR SALARIES/EXP	RETIREMENT	\$1,056.00	\$89.74	\$0.00	\$448.70	\$607.30	42.49
1202320400	20110	SRS EXEC DIR SALARIES/EXP	SALARIES	\$9,567.00	\$910.19	\$0.00	\$4,550.95	\$5,016.05	47.57
1202320400	20220	SRS EXEC DIR SALARIES/EXP	SOCIAL SECURITY	\$732.00	\$69.16	\$0.00	\$194.14	\$537.86	26.52
1202320400	20270	SRS EXEC DIR SALARIES/EXP	WORK COMP	\$64.00	\$5.49	\$0.00	\$27.45	\$36.55	42.89
1202510400	20315	SRS FISCAL SERVICES	ACCT/AUDIT	\$2,170.00	\$0.00	\$0.00	\$0.00	\$2,170.00	0
1202330400	20317	SRS LEGAL/GOVT RELATIONS	LEGAL	\$2,450.00	\$0.00	\$0.00	\$215.54	\$2,234.46	8.8
1202560400	20531	SRS POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.00	\$0.00	\$5.00	\$45.00	10
1202530400	20550	SRS PRINT/PUB/DUP	PRINTING/BINDING	\$300.00	\$14.50	\$0.00	\$37.02	\$262.98	12.34
1202520400	20610	SRS PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$28.25	\$471.75	5.65
1202610400	20440	SRS RENT/LEASES	RENT	\$6,794.00	\$0.00	\$0.00	\$2,816.35	\$3,977.65	41.45
1202800400	20333	SRS STAFF SALARIES/EXP	MILEAGE	\$3,500.00	\$0.00	\$0.00	\$351.48	\$3,148.52	10.04
1202800400	20290	SRS STAFF SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800400	20230	SRS STAFF SALARIES/EXP	RETIREMENT	\$20,484.00	\$1,336.58	\$0.00	\$6,682.90	\$13,801.10	32.62
1202800400	20110	SRS STAFF SALARIES/EXP	SALARIES	\$192,053.00	\$13,531.18	\$0.00	\$67,655.74	\$124,397.26	35.23

1202800400	20220	SRS STAFF SALARIES/EXP	SOCIAL SECURITY	\$13,890.00	\$852.07	\$0.00	\$4,260.31	\$9,629.69	30.67
1202800400	20580	SRS STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
1202800400	20270	SRS STAFF SALARIES/EXP	WORK COMP	\$1,244.00	\$81.21	\$0.00	\$406.05	\$837.95	32.64
1202580400	20530	SRS TECH SERVICES	COMPUTER/INTERNET/PHONE	\$5,315.00	\$376.80	\$0.00	\$2,919.14	\$2,395.86	54.92
1202580400	20320	SRS TECH SERVICES	CONTRACTED SERVICES	\$55,436.00	\$0.00	\$0.00	\$0.00	\$55,436.00	0
1202580400	20290	SRS TECH SERVICES	OTHER BENEFITS	\$126.00	\$7.00	\$0.00	\$35.00	\$91.00	27.78
1202580400	20230	SRS TECH SERVICES	RETIREMENT	\$21,931.00	\$1,833.56	\$0.00	\$9,167.80	\$12,763.20	41.8
1202580400	20110	SRS TECH SERVICES	SALARIES	\$204,674.00	\$18,562.38	\$0.00	\$92,811.94	\$111,862.06	45.35
1202580400	20220	SRS TECH SERVICES	SOCIAL SECURITY	\$15,658.00	\$1,216.42	\$0.00	\$6,082.12	\$9,575.88	38.84
1202580400	20734	SRS TECH SERVICES	TECH HARDWARE	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0
1202580400	20650	SRS TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$1,084.00	\$310.00	\$0.00	\$557.56	\$526.44	51.44
1202580400	20270	SRS TECH SERVICES	WORK COMP	\$1,332.00	\$111.42	\$0.00	\$557.10	\$774.90	41.82
				\$564,510.00	\$39,307.70	\$0.00	\$199,810.54	\$364,699.46	35.40%
				\$21,043,293.00	\$1,309,209.47	\$1,913,029.39	\$7,013,753.00	\$14,029,540.00	33.33%

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:17

ESU COORDINATING COUNCIL
 PRINT COMBINING BALANCE SHEET

PAGE NUMBER: 1
 STATMN81

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

FUND GROUP			
ACCOUNT	TITLE	DEBITS	CREDITS
09000	CASH	7,971,887.43	.00
TOTAL	CASH	7,971,887.43	.00
09296	PRE-PAID POSTAGE	229.10	.00
TOTAL	PRE-PAID POSTAGE	229.10	.00
TOTAL	ASSETS	7,972,116.53	.00
09401	ACCOUNTS PAYABLE	.00	40.05
TOTAL	ACCOUNTS PAYABLE	.00	40.05
TOTAL	LIABILITIES	.00	40.05
TOTAL	REV CONT	.00	11,642,648.47
TOTAL	EXP CONT	5,100,723.61	.00
TOTAL	RES FOR ENC	.00	1,913,029.39
TOTAL	ENC CONT	1,913,029.39	.00
TOTAL	REV BUD CONTL	22,481,952.00	.00
TOTAL	EXP BUD CONT	.00	22,481,952.00
TOTAL	FUND BALANCE	.00	1,430,151.62
TOTAL	EQUITIES	29,495,705.00	37,467,781.48
TOTAL	REPORT	37,467,821.53	37,467,821.53



Account Number: 20611699
Statement Date: 02/26/2021

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
DEPOSIT		3,294.31	02/17/21	53,510.33
CHECK # 15131	7,132.00		02/17/21	46,378.33
TRANSFER FROM STFIT ACCOUNT 2531673001		7,000.00	02/17/21	53,378.33
TRANSFER TO STFIT ACCOUNT 2531673001	3,000.00		02/18/21	50,378.33
DEPOSIT		44.07	02/23/21	50,422.40
CHECK # 15162	300.00		02/23/21	50,122.40
CHECK # 15176	38,800.00		02/23/21	11,322.40
CHECK # 15169	51,875.00		02/23/21	40,552.60-
CHECK # 15177	491,503.00		02/23/21	532,055.60-
TRANSFER FROM STFIT ACCOUNT 2531673001		583,000.00	02/23/21	50,944.40
CHECK # 15171	5,549.70		02/24/21	45,394.70
TRANSFER FROM STFIT ACCOUNT 2531673001		5,000.00	02/24/21	50,394.70
DEPOSIT		3,218.46	02/25/21	53,613.16
TRANSFER TO STFIT ACCOUNT 2531673001	3,000.00		02/26/21	50,613.16
CHECK # 15173	33,600.00		02/26/21	17,013.16
CHECK # 15170	371,957.00		02/26/21	354,943.84-
TRANSFER FROM STFIT ACCOUNT 2531673001		405,000.00	02/26/21	50,056.16
BALANCE THIS STATEMENT			02/26/21	50,056.16



TOTAL CREDITS	(25)	5,500,142.56	MINIMUM BALANCE	50,056.16
TOTAL DEBITS	(51)	5,500,586.18	AVG AVAILABLE BALANCE	100,185.99
			AVERAGE BALANCE	100,921.44

YOUR CHECKS SEQUENCED

DATE...	CHECK #...	AMOUNT	DATE...	CHECK #...	AMOUNT	DATE...	CHECK #...	AMOUNT
02/17	15131	7,132.00	02/03	15139	32,677.00	02/10	15148	186,000.00
02/05	15132	29,200.00	02/08	15140	33,536.00	02/02	15149	45,516.00
02/12	15133	102,440.00	02/03	15141	16,977.00	02/08	15150	800.00
02/03	15134	2,670.00	02/03	15142	108,000.00	02/09	15151	2,392.00
02/10	15135	76,456.00	02/16	15143*	921,572.04	02/03	15152	30,104.00
02/04	15136	42,193.00	02/09	15145	2,392.00	02/04	15153	7,559.00
02/02	15137	64,000.00	02/04	15146	121,952.00	02/08	15154*	31,912.67
02/04	15138	7,375.00	02/04	15147	5,880.00	02/08	15156	63,833.00

UBT
Union Bank & Trust

Account Number: 20611699
Statement Date: 02/26/2021

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 15132	29,200.00		02/05/21	31,380.18
CHECK # 15158	111,495.05		02/05/21	80,114.87-
CHECK # 15157	920,963.00		02/05/21	1001,077.87-
TRANSFER FROM STFIT ACCOUNT 2531673001		1052,000.00	02/05/21	50,922.13
DEPOSIT		9,179.98	02/08/21	60,102.11
VISA PAYMENT 486551XXXXX4207	29.99		02/08/21	60,072.12
VISA PAYMENT 486551XXXXX6830	355.04		02/08/21	59,717.08
VISA PAYMENT 486551XXXXX0305	1,545.33		02/08/21	58,171.75
CHECK # 15150	800.00		02/08/21	57,371.75
CHECK # 15154	31,912.67		02/08/21	25,459.08
CHECK # 15140	33,536.00		02/08/21	8,076.92-
CHECK # 15156	63,833.00		02/08/21	71,909.92-
TRANSFER FROM STFIT ACCOUNT 2531673001		132,000.00	02/08/21	60,090.08
TRANSFER TO STFIT ACCOUNT 2531673001	10,000.00		02/09/21	50,090.08
DEPOSIT		91.85	02/09/21	50,181.93
CHECK # 15160	44.87		02/09/21	50,137.06
CHECK # 15145	2,392.00		02/09/21	47,745.06
CHECK # 15151	2,392.00		02/09/21	45,353.06
CHECK # 15165	5,504.00		02/09/21	39,849.06
CHECK # 15168	13,685.00		02/09/21	26,164.06
TRANSFER FROM STFIT ACCOUNT 2531673001		24,000.00	02/09/21	50,164.06
STATE OF NE ST PAYMENT 262415220		1654,617.38	02/10/21	1704,781.44
CHECK # 15135	76,456.00		02/10/21	1628,325.44
CHECK # 15148	186,000.00		02/10/21	1442,325.44
TRANSFER TO STFIT ACCOUNT 2531673001	1392,000.00		02/11/21	50,325.44
CHECK # 15163	12.56		02/11/21	50,312.88
CHECK # 15164	125.00		02/11/21	50,187.88
CHECK # 15166	22,503.90		02/11/21	27,683.98
TRANSFER FROM STFIT ACCOUNT 2531673001		23,000.00	02/11/21	50,683.98
KYOCERA DOC SOLU JP021121KD 012921		323.04	02/12/21	51,007.02
CHECK # 15161	6.99		02/12/21	51,000.03
CHECK # 15133	102,440.00		02/12/21	51,439.97-
TRANSFER FROM STFIT ACCOUNT 2531673001		102,000.00	02/12/21	50,560.03
Sysco Corporatio PAYMENTS AY-000060063429		431.07	02/16/21	50,991.10
CHECK # 15159	17,700.00		02/16/21	33,291.10
CHECK # 15167	57,503.04		02/16/21	24,211.94-
CHECK # 15143	921,572.04		02/16/21	945,783.98-
TRANSFER FROM STFIT ACCOUNT 2531673001		996,000.00	02/16/21	50,216.02



* * * C O N T I N U E D * * *



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NEBRASKA EDUCATIONAL SERVICE
 UNIT COORDINATING COUNCIL
 DBA COOPERATIVE PURCHASING
 1292 E 4TH ST
 AINSWORTH NE 69210-1225

03-08-2021 RCVD



Union Bank & Trust
 238 East 4th Street
 Ainsworth NE 69210

TELEPHONE: 402-387-1350

Is your contact information up to date? Help us reach you, protect your identity, and let you know about new services and features. To review and update your contact information; stop by your local branch or contact us at www.ubt.com/help.

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/29/21	50,499.78
DEPOSIT		478.62	02/01/21	50,978.40
DEPOSIT		4,159.73	02/02/21	55,138.13
CHECK # 15149	45,516.00		02/02/21	9,622.13
CHECK # 15137	64,000.00		02/02/21	54,377.87-
TRANSFER FROM STFIT ACCOUNT 2531673001		109,000.00	02/02/21	54,622.13
TRANSFER TO STFIT ACCOUNT 2531673001	4,000.00		02/03/21	50,622.13
CHECK # 15134	2,670.00		02/03/21	47,952.13
CHECK # 15141	16,977.00		02/03/21	30,975.13
CHECK # 15152	30,104.00		02/03/21	871.13
CHECK # 15139	32,677.00		02/03/21	31,805.87-
CHECK # 15142	108,000.00		02/03/21	139,805.87-
TRANSFER FROM STFIT ACCOUNT 2531673001		190,000.00	02/03/21	50,194.13
DEPOSIT		6.48	02/04/21	50,200.61
CHECK # 15147	5,880.00		02/04/21	44,320.61
CHECK # 15138	7,375.00		02/04/21	36,945.61
CHECK # 15153	7,559.00		02/04/21	29,386.61
CHECK # 15136	42,193.00		02/04/21	12,806.39-
CHECK # 15146	121,952.00		02/04/21	134,758.39-
TRANSFER FROM STFIT ACCOUNT 2531673001		185,000.00	02/04/21	50,241.61
Sysco Corporatio PAYMENTS AY-000060060909		11,297.57	02/05/21	61,539.18
Cincinnati Insur INS.PREM 1000120530				
	959.00		02/05/21	60,580.18



Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/04/21 CHECK NO.: 15165

AMOUNT: \$*****504.00*

BY THE SUM OF *****504* DOLLARS AND *NO* CENTS

TO THE ORDER OF: LIUKKILA ARCHIEPTCOVA
12405 ARBOR STREET
CHANDLER AZ 85244

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015165⑆ ⑆104910795⑆ 2061 1699⑆

2/9/2021 \$5,504.00 15165

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/04/21 CHECK NO.: 15164

AMOUNT: \$***22,503.90*

BY THE SUM OF *****22503* DOLLARS AND *90* CENTS

TO THE ORDER OF: CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015165⑆ ⑆104910795⑆ 2061 1699⑆

2/11/2021 \$22,503.90 15166

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/04/21 CHECK NO.: 15167

AMOUNT: \$***57,503.04*

BY THE SUM OF *****57503* DOLLARS AND *04* CENTS

TO THE ORDER OF: DIGHT PUBLIC SECTOR INC
PO BOX 731072
DALLAS TX 75373-1072

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015165⑆ ⑆104910795⑆ 2061 1699⑆ ⑆0005750304⑆

2/16/2021 \$57,503.04 15167

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/04/21 CHECK NO.: 15168

AMOUNT: \$***13,685.00*

BY THE SUM OF *****3685* DOLLARS AND *NO* CENTS

TO THE ORDER OF: STABLE ADVANTAGE
PO BOX 52210
CHICAGO IL 60694

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015168⑆ ⑆104910795⑆ 2061 1699⑆

2/9/2021 \$13,685.00 15168

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/18/21 CHECK NO.: 15169

AMOUNT: \$***51,875.00*

BY THE SUM OF *****51875* DOLLARS AND *NO* CENTS

TO THE ORDER OF: ALBURN PUBLIC SCHOOLS
1711 J STREET
ALBURN NE 68305

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015169⑆ ⑆104910795⑆ 2061 1699⑆

2/23/2021 \$51,875.00 15169

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/18/21 CHECK NO.: 15170

AMOUNT: \$***371,957.00*

BY THE SUM OF *****371957* DOLLARS AND *NO* CENTS

TO THE ORDER OF: GRAND ISLAND PUBLIC SCHOOLS
PO BOX 4904
123 SOUTH WEBB ROAD
GRAND ISLAND NE 68802

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015170⑆ ⑆104910795⑆ 2061 1699⑆

2/26/2021 \$371,957.00 15170

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/18/21 CHECK NO.: 15171

AMOUNT: \$***55,549.70*

BY THE SUM OF *****5549* DOLLARS AND *70* CENTS

TO THE ORDER OF: HARVARD PUBLIC SCHOOLS
506 S. NORTH STREET
HARVARD NE 68944

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015171⑆ ⑆104910795⑆ 2061 1699⑆

2/24/2021 \$55,549.70 15171

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/18/21 CHECK NO.: 15173

AMOUNT: \$***33,600.00*

BY THE SUM OF *****33600* DOLLARS AND *NO* CENTS

TO THE ORDER OF: SUTHERLAND PUBLIC SCHOOLS
PO BOX 217
401 WALKUT STREET
SUTHERLAND NE 69165

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015173⑆ ⑆104910795⑆ 2061 1699⑆

2/26/2021 \$33,600.00 15173

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/18/21 CHECK NO.: 15176

AMOUNT: \$***38,800.00*

BY THE SUM OF *****38800* DOLLARS AND *NO* CENTS

TO THE ORDER OF: NORFOLK CATHOLIC SCHOOLS
3301 HAZARD AVENUE
NORFOLK NE 68701

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015176⑆ ⑆104910795⑆ 2061 1699⑆

2/23/2021 \$38,800.00 15176

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 02/18/21 CHECK NO.: 15177

AMOUNT: \$***491,503.00*

BY THE SUM OF *****491503* DOLLARS AND *00* CENTS

TO THE ORDER OF: THE CATHOLIC BISHOP OF LINCOLN
DIOCESE OF LINCOLN SCHOOLS
3700 SHERIDAN BLVD SUITE 5
LINCOLN NE 68506

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

⑆00015177⑆ ⑆104910795⑆ 2061 1699⑆

2/23/2021 \$491,503.00 15177



Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 01/28/21	CHECK NO. 15152
BY THE SUM OF *****30104* DOLLARS AND *00* CENTS		AMOUNT \$*****30,104.00*	
TO THE ORDER OF ST. MARY'S BELLEVUE 903 WEST MISSION AVE BELLEVUE NE 68005	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/3/2021 \$30,104.00 15152

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 01/28/21	CHECK NO. 15153
BY THE SUM OF *****559* DOLLARS AND *00* CENTS		AMOUNT \$*****5,559.00*	
TO THE ORDER OF ST. MICHAEL'S CATHOLIC, SOUTH SIOUX 3315 1ST AVENUE SOUTH SIOUX CITY NE 68776	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/4/2021 \$7,559.00 15153

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 01/28/21	CHECK NO. 15154
BY THE SUM OF *****31912* DOLLARS AND *67* CENTS		AMOUNT \$*****31,912.67*	
TO THE ORDER OF TRINITY LUTHERAN SCHOOL 1200 N. 94TH STREET LINCOLN NE 68504	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/8/2021 \$31,912.67 15154

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 01/28/21	CHECK NO. 15156
BY THE SUM OF *****63833* DOLLARS AND *00* CENTS		AMOUNT \$*****63,833.00*	
TO THE ORDER OF JORDISON COUNTY CENTRAL SCHOOL 388 NORTH 6TH STREET TECUMSEH NE 68450-2297	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/8/2021 \$63,833.00 15156

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 01/28/21	CHECK NO. 15157
BY THE SUM OF *****920963* DOLLARS AND *00* CENTS		AMOUNT \$*****920,963.00*	
TO THE ORDER OF THE CATHOLIC BISHOP OF LINCOLN DIOCESE OF LINCOLN SCHOOLS 1700 SHERIDAN BLVD SUITE 5 LINCOLN NE 68505	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/5/2021 \$920,963.00 15157

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 01/28/21	CHECK NO. 15158
BY THE SUM OF *****11495* DOLLARS AND *08* CENTS		AMOUNT \$*****11,495.08*	
TO THE ORDER OF ESU 17 207 NORTH MAIN STREET AINS WORTH NE 69210	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/5/2021 \$11,495.05 15158

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 02/04/21	CHECK NO. 15159
BY THE SUM OF *****17700* DOLLARS AND *00* CENTS		AMOUNT \$*****17,700.00*	
TO THE ORDER OF DROMM & ASSOCIATES PO BOX 277 581 M LINDER WAIKOU NE 68066	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/16/2021 \$17,700.00 15159

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 02/04/21	CHECK NO. 15160
BY THE SUM OF *****44* DOLLARS AND *87* CENTS		AMOUNT \$*****44.87*	
TO THE ORDER OF BISHOP BUSINESS 4125 S. 94TH STREET OMAHA NE 68137	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/9/2021 \$44.87 15160

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 02/04/21	CHECK NO. 15161
BY THE SUM OF *****6* DOLLARS AND *99* CENTS		AMOUNT \$*****6.99*	
TO THE ORDER OF AINS WORTH STAR JOURNAL PO BOX 148 AINS WORTH NE 69210	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/12/2021 \$6.99 15161

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 02/04/21	CHECK NO. 15162
BY THE SUM OF *****300* DOLLARS AND *00* CENTS		AMOUNT \$*****300.00*	
TO THE ORDER OF ESU 2 PO BOX 649 2130 W COLORADO AVE FREMONT NE 68026-0649	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/23/2021 \$300.00 15162

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 02/04/21	CHECK NO. 15163
BY THE SUM OF *****12* DOLLARS AND *56* CENTS		AMOUNT \$*****12.56*	
TO THE ORDER OF ESU 3 6949 SOUTH 110TH STREET OMAHA NE 68128-5722	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/11/2021 \$12.56 15163

Nebraska ESU Coordinating Council 1292 East 4th Street Ainsworth, NE 69210	Union Bank & Trust Company Ainsworth Branch 228 East 4th St. Ainsworth, Nebraska 69210	CHECK DATE 02/04/21	CHECK NO. 15164
BY THE SUM OF *****125* DOLLARS AND *00* CENTS		AMOUNT \$*****125.00*	
TO THE ORDER OF ESU 16 314 WEST 1ST STREET OGALLALA NE 69153	PRESIDENT <i>Leslie A. Auer</i>	TREASURER <i>Waldemar Auer</i>	

2/11/2021 \$125.00 15164



Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15139

AMOUNT: \$32,677.00

BY THE SUM OF *****32677 DOLLARS AND *NO* CENTS

TO THE ORDER OF: MADISON PUBLIC SCHOOLS
700 S KEET STREET
PO BOX 450
MADISON NE 68748

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045439 *104940795* *061-1699*

2/3/2021 \$32,677.00 15139

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15140

AMOUNT: \$33,536.00

BY THE SUM OF *****33536 DOLLARS AND *NO* CENTS

TO THE ORDER OF: MARY OUR QUEEN SCHOOL
1409 S 119 STREET
OGEMA NE 68144

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045440 *104940795* *061-1699*

2/8/2021 \$33,536.00 15140

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15141

AMOUNT: \$16,977.00

BY THE SUM OF *****16977 DOLLARS AND *NO* CENTS

TO THE ORDER OF: NE LUTHERAN SCHOOLS / ST. PAUL LUTH
930 PRAIRIE LAKE
HEATHRICE NE 68310

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045441 *104940795* *061-1699*

2/3/2021 \$16,977.00 15141

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15142

AMOUNT: \$108,000.00

BY THE SUM OF ****108000 DOLLARS AND *NO* CENTS

TO THE ORDER OF: PALMYRA DISTRICT OR 1
425 F STREET
PALMYRA NE 68410

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045442 *104940795* *061-1699*

2/3/2021 \$108,000.00 15142

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15143

AMOUNT: \$921,572.04

BY THE SUM OF *****921572 DOLLARS AND *04* CENTS

TO THE ORDER OF: PAPPILLION-LAVIETA SCHOOLS
243 W GRANT STREET
PAPPILLION NE 68046

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045443 *104940795* *061-1699*

2/16/2021 \$921,572.04 15143

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15145

AMOUNT: \$2,392.00

BY THE SUM OF *****2392 DOLLARS AND *NO* CENTS

TO THE ORDER OF: SAINT ANTHONY'S SCHOOL
1719 GTH STREET
COLLINGS NE 68401

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045445 *104940795* *061-1699*

2/9/2021 \$2,392.00 15145

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15146

AMOUNT: \$121,952.00

BY THE SUM OF *****121952 DOLLARS AND *NO* CENTS

TO THE ORDER OF: SCOTTSBLUFF HIGH SCHOOL
1722 1ST AVENUE
SCOTTSBLUFF NE 69361

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045446 *104940795* *061-1699*

2/4/2021 \$121,952.00 15146

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15147

AMOUNT: \$5,880.00

BY THE SUM OF *****5880 DOLLARS AND *NO* CENTS

TO THE ORDER OF: SIDNEY PUBLIC SCHOOLS
1101 21ST AVENUE
SIDNEY NE 69162

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045447 *104940795* *061-1699*

2/4/2021 \$5,880.00 15147

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15148

AMOUNT: \$186,000.00

BY THE SUM OF *****186000 DOLLARS AND *NO* CENTS

TO THE ORDER OF: SOUTH SIOUX COMMUNITY SCHOOLS
PO BOX 188
210 W 39TH STREET
SOUTH SIOUX NE 68776

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045448 *104940795* *061-1699*

2/10/2021 \$186,000.00 15148

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15149

AMOUNT: \$45,516.00

BY THE SUM OF *****45516 DOLLARS AND *NO* CENTS

TO THE ORDER OF: ST. ANNES ACADEMY
1104 CHEYENNE AVE
ALLAMONA NE 69101

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045449 *104940795* *061-1699*

2/2/2021 \$45,516.00 15149

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15150

AMOUNT: \$800.00

BY THE SUM OF *****800 DOLLARS AND *NO* CENTS

TO THE ORDER OF: ST. AGNES CATHOLIC ELEMENTARY
205 EAST 23RD ST
SCOTTSBLUFF NE 69361

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045450 *104940795* *061-1699*

2/8/2021 \$800.00 15150

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE: 01/28/21
CHECK NO.: 15151

AMOUNT: \$2,392.00

BY THE SUM OF *****2392 DOLLARS AND *NO* CENTS

TO THE ORDER OF: ST. BOYSAVENTURE CATHOLIC SCHOOLS
1604 15TH STREET
COLLINGS NE 68601

PRESIDENT: *Leslie A. Auer*
TREASURER: *Waldemar Auer*

00045451 *104940795* *061-1699*

2/9/2021 \$2,392.00 15151



CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Feb 23, 2021
 NAME: ESU Coordinating Council
 ACCOUNT NUMBER: 20611699
 TOTAL DEPOSIT \$ 44.07
 CHECK NO. 44107

2/23/2021 \$44.07 0

-TranDt=02/23/21-Inst=UNION BANK & TRUST COMPANY
 -RNum=>104910795<-ItemNum=000243616530
 TranDt=02/23/21 Inst=UNION BANK & TRUST COMPANY
 RNum=104910795 ItemNum=000243616530

2/23/2021 \$44.07 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Feb 25, 2021
 NAME: ESU Coordinating Council
 ACCOUNT NUMBER: 20611699
 TOTAL DEPOSIT \$ 3218.46
 CHECK NO. 321846

2/25/2021 \$3,218.46 0

-TranDt=02/25/21-Inst=UNION BANK & TRUST COMPANY
 -RNum=>104910795<-ItemNum=000243803753
 TranDt=02/25/21 Inst=UNION BANK & TRUST COMPANY
 RNum=104910795 ItemNum=000243803753

2/25/2021 \$3,218.46 0

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15131
 AMOUNT \$*****7,132.00*
 BY THE SUM OF *****7132* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: ALL SAINTS CATHOLIC SCHOOL
 1335 SOUTH 10TH STREET
 OMAHA NE 68108
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/17/2021 \$7,132.00 15131

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15132
 AMOUNT \$*****29,200.00*
 BY THE SUM OF *****29200* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: CEDAR BLUFFS PUBLIC SCHOOLS
 PO BOX 64
 CEDAR BLUFFS NE 68015
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/5/2021 \$29,200.00 15132

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 03/28/21 CHECK NO. 15133
 AMOUNT \$***102,440.00*
 BY THE SUM OF ****102440* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: CRIGHTON PREPARATORY SCHOOL
 7400 WESTERN AVE
 OMAHA NE 68104
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/12/2021 \$102,440.00 15133

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15134
 AMOUNT \$*****2,670.00*
 BY THE SUM OF *****2670* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: DILLER-OCELL SCHOOLS
 526 PERRY STREET
 OCELL NE 68415
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/3/2021 \$2,670.00 15134

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15135
 AMOUNT \$***76,456.00*
 BY THE SUM OF *****76456* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: FALLS CITY SACRED HEART
 1620 FULTON STREET
 FALLS CITY NE 68355
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/10/2021 \$76,456.00 15135

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15136
 AMOUNT \$*****42,193.00*
 BY THE SUM OF *****42193* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: FILLMORES CENTRAL PUBLIC SCHOOLS
 1410 E STREET
 GERRVA NE 68361
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

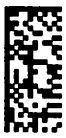
2/4/2021 \$42,193.00 15136

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15137
 AMOUNT \$***64,000.00*
 BY THE SUM OF *****64000* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: GIBSON PUBLIC SCHOOLS
 1016 COURT STREET
 PO BOX 750
 GIBSON NE 68840
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/2/2021 \$64,000.00 15137

Nebraska ESU Coordinating Council
 1292 East 4th Street
 Ainsworth, NE 69210
 Union Bank & Trust Company
 Ainsworth Branch
 238 East 4th St.
 Ainsworth, Nebraska 69210
 CHECK DATE: 01/28/21 CHECK NO. 15138
 AMOUNT \$*****7,375.00*
 BY THE SUM OF *****7375* DOLLARS AND *NO* CENTS
 TO THE ORDER OF: LAKEVIEW COMMUNITY SCHOOLS
 3744 93RD STREET
 COLLEGEVILLE NE 68601
 PRESIDENT: Laura R. Erickson
 TREASURER: Walden Erickson

2/4/2021 \$7,375.00 15138



CHEQUE RECEIPT
UBT
 Union Bank & Trust
 DATE Feb 1 2021
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME *Edw. Coordinating Council*
 ACCOUNT NUMBER 20611699
 TOTAL DEPOSIT \$ 478.62
 104910795: 009

DATE	AMOUNT	MEMO
4/18/21		

2/1/2021 \$478.62 0

TranDt=02/01/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243708574
 TranDt=02/01/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243708574

2/1/2021 \$478.62 0

CHEQUE RECEIPT
UBT
 Union Bank & Trust
 DATE Feb 2 2021
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME *Edw. Coordinating Council*
 ACCOUNT NUMBER 20611699
 TOTAL DEPOSIT \$ 4159.73
 104910795: 009

DATE	AMOUNT	MEMO
2/19/21		

2/2/2021 \$4,159.73 0

TranDt=02/02/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243708854
 TranDt=02/02/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243708854

2/2/2021 \$4,159.73 0

CHEQUE RECEIPT
UBT
 Union Bank & Trust
 DATE Feb 4 2021
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME *Edw. Coordinating Council*
 ACCOUNT NUMBER 20611699
 TOTAL DEPOSIT \$ 6.48
 104910795: 009

DATE	AMOUNT	MEMO
1/30/21		

2/4/2021 \$6.48 0

TranDt=02/04/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243613549
 TranDt=02/04/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243613549

2/4/2021 \$6.48 0

CHEQUE RECEIPT
UBT
 Union Bank & Trust
 DATE Feb 8 2021
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME *Edw. Coordinating Council*
 ACCOUNT NUMBER 20611699
 TOTAL DEPOSIT \$ 9179.98
 104910795: 009

DATE	AMOUNT	MEMO
1/28/21		

2/8/2021 \$9,179.98 0

TranDt=02/08/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243614164
 TranDt=02/08/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243614164

2/8/2021 \$9,179.98 0

CHEQUE RECEIPT
UBT
 Union Bank & Trust
 DATE Feb 9 2021
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME *Edw. Coordinating Council*
 ACCOUNT NUMBER 20611699
 TOTAL DEPOSIT \$ 91.85
 104910795: 009

DATE	AMOUNT	MEMO
1/25/21		

2/9/2021 \$91.85 0

TranDt=02/09/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243709555
 TranDt=02/09/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243709555

2/9/2021 \$91.85 0

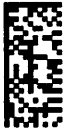
CHEQUE RECEIPT
UBT
 Union Bank & Trust
 DATE Feb 17 2021
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME *Edw. Coordinating Council*
 ACCOUNT NUMBER 20611699
 TOTAL DEPOSIT \$ 3294.31
 104910795: 009

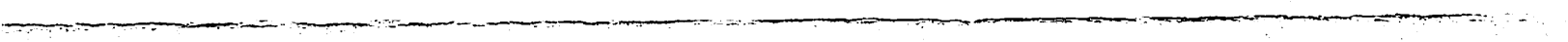
DATE	AMOUNT	MEMO
2/22/21		

2/17/2021 \$3,294.31 0

TranDt=02/17/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243803138
 TranDt=02/17/21-Inst=UNION BANK & TRUST COMPANY
 RINum=>104910795<-ItemNum=000243803138

2/17/2021 \$3,294.31 0







Account Number: 20611699
Statement Date: 02/26/2021

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

YOUR CHECKS SEQUENCED

DATE...	CHECK #.....	AMOUNT	DATE...	CHECK #.....	AMOUNT	DATE...	CHECK #.....	AMOUNT
02/05	15157	920,963.00	02/11	15163	12.56	02/23	15169	51,875.00
02/05	15158	111,495.05	02/11	15164	125.00	02/26	15170	371,957.00
02/16	15159	17,700.00	02/09	15165	5,504.00	02/24	15171*	5,549.70
02/09	15160	44.87	02/11	15166	22,503.90	02/26	15173*	33,600.00
02/12	15161	6.99	02/16	15167	57,503.04	02/23	15176	38,800.00
02/23	15162	300.00	02/09	15168	13,685.00	02/23	15177	491,503.00



(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE



P.O. Box 82535 · Lincoln, NE 68501-2535 · ubt.com · Member FDIC

6310 0100 OO RP 27 02272021 NNNNNN 01 000759 0004

NEBRASKA EDUCATIONAL SERVICE
 UNIT COORDINATING COUNCIL
 DBA COOPERATIVE PURCHASING
 1292 E 4TH ST
 AINSWORTH NE 69210-1225

03-08-2021 RCVD



Union Bank & Trust
 PO Box 82535
 Lincoln, NE 68501

TELEPHONE: 402-323-1828

Phone numbers for account transfers:

Lincoln - 323-1600	Outside of Lincoln 888-307-8348
STREET ADDRESS	MAILING ADDRESS
-----	-----
6811 S 27th St	PO Box 82529
Lincoln NE 68512	Lincoln NE 68501



NON FEDERALLY INSURED STFIT ACCOUNT 2531673001

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/29/21	10492,959.43
YIELD FOR 01/29/21 AT .1000		.00	02/01/21	10492,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	109,000.00		02/02/21	10383,959.43
YIELD FOR 02/01/21 AT .1000		.00	02/02/21	10383,959.43
TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699				
		4,000.00	02/03/21	10387,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	190,000.00		02/03/21	10197,959.43
YIELD FOR 02/02/21 AT .1000		.00	02/03/21	10197,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	185,000.00		02/04/21	10012,959.43
YIELD FOR 02/03/21 AT .1000		.00	02/04/21	10012,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	1052,000.00		02/05/21	8960,959.43
YIELD FOR 02/04/21 AT .0800		.00	02/05/21	8960,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	132,000.00		02/08/21	8828,959.43
YIELD FOR 02/05/21 AT .0800		.00	02/08/21	8828,959.43
TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699				
		10,000.00	02/09/21	8838,959.43

*** CONTINUED ***





Account Number: 2531673001
Statement Date: 02/26/2021

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

NON FEDERALLY INSURED STFIT ACCOUNT 2531673001

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	24,000.00		02/09/21	8814,959.43
YIELD FOR 02/08/21 AT .0800		.00	02/09/21	8814,959.43
YIELD FOR 02/09/21 AT .0800		.00	02/10/21	8814,959.43
TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		1392,000.00	02/11/21	10206,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	23,000.00		02/11/21	10183,959.43
YIELD FOR 02/10/21 AT .0800		.00	02/11/21	10183,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	102,000.00		02/12/21	10081,959.43
YIELD FOR 02/11/21 AT .0800		.00	02/12/21	10081,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	996,000.00		02/16/21	9085,959.43
YIELD FOR 02/12/21 AT .0800		.00	02/16/21	9085,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	7,000.00		02/17/21	9078,959.43
YIELD FOR 02/16/21 AT .0800		.00	02/17/21	9078,959.43
TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		3,000.00	02/18/21	9081,959.43
YIELD FOR 02/17/21 AT .0800		.00	02/18/21	9081,959.43
YIELD FOR 02/18/21 AT .0800		.00	02/19/21	9081,959.43
YIELD FOR 02/19/21 AT .0800		.00	02/22/21	9081,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	583,000.00		02/23/21	8498,959.43
YIELD FOR 02/22/21 AT .0800		.00	02/23/21	8498,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	5,000.00		02/24/21	8493,959.43
YIELD FOR 02/23/21 AT .0800		.00	02/24/21	8493,959.43
YIELD FOR 02/24/21 AT .0600		.00	02/25/21	8493,959.43
TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		3,000.00	02/26/21	8496,959.43
TRANSFER TO BASIC BUSINESS ACCOUNT 20611699				
	405,000.00		02/26/21	8091,959.43
YIELD FOR 02/25/21 AT .0600		.00	02/26/21	8091,959.43
INTEREST		606.44	02/26/21	8092,565.87
BALANCE THIS STATEMENT			02/26/21	8092,565.87
TOTAL CREDITS (25)		1,412,606.44		
TOTAL DEBITS (13)		3,813,000.00		





Account Number: 2531673001
Statement Date: 02/26/2021

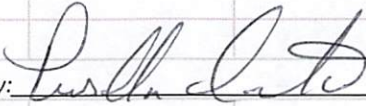
NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

NON FEDERALLY INSURED STFIT ACCOUNT 2531673001

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	9,395,745.14	INTEREST EARNED:	606.44
AVERAGE AVAILABLE BALANCE:	9,395,745.14	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	606.44	ANNUAL PERCENTAGE YIELD EARNED:	.08%
INTEREST PAID 2021:	1,454.40		
INTEREST PAID 2020:	7,111.47		



<u>February 2021 Bank Reconciliation:</u>		
Beginning Bank Balance:		\$10,543,459.21
Cleared Deposits/Cash Receipts:		\$ 1,687,142.56
Deposits	\$ 26,013.27	
Journal Entries	\$ 1,661,129.29	
Interest Earned:		\$ 606.44
Cleared Checks/Payments:		\$ 4,088,586.18
Payments Cleared	\$ 4,088,586.18	
Ending Bank Balance:		\$8,142,622.03
Reconciliation Completed By:		3/12/21
Reconciliation Reviewed By:	_____	

Report Search

Date: 03/16/2021 Period: 6/21

Bank Statement Information

Bank Account * UNION BANK AND TRUST
 Statement Begin Date * 02/01/2021 Beginning Balance * 10,543,459.21
 Statement End Date * 02/28/2021 Ending Balance * 8,142,622.03

Interest/Fees

Date * 02/28/2021 Complete
 Period * 6 Interest Earned * 606.44
 Year * 2021 Fees Charged * 0.00

Deposits Payments Journal Entries Adjustments Voids

Payments

Clear	Check Type	Check Date	Check Num...	Name	Amount	Cleared Date
<input type="checkbox"/>	Manual	07/02/2020	15032	TRISHA VEST	400.00	
<input checked="" type="checkbox"/>	Manual	01/28/2021	15131	ALL SAINTS CATHOLIC SCHOOL	7,132.00	02/28/2021
<input checked="" type="checkbox"/>	Manual	01/28/2021	15132	CEDAR BLUFFS PUBLIC SCHOOLS	29,200.00	02/28/2021
<input checked="" type="checkbox"/>	Manual	01/28/2021	15133	CREIGHTON PREPARATORY SCHOOL	102,440.00	02/28/2021

Transaction Totals

Deposits	135,556.95
Payments	4,259,320.78
Journal Entries	1,671,127.61
Book Balance	8,091,429.43
Bank Ending Balance	8,142,622.03 ✓

Cleared Amounts

Bank Beginning Balance	10,543,459.21 ✓
Deposits	26,013.27 ✓
Payments	4,088,586.18 ✓
Journal Entries	1,661,129.29 ✓
Adjustments Debits	0.00
Adjustments Credits	0.00
Interest Earned	606.44 ✓
Fees Charged	0.00
Reconciled Ending Balance	8,142,622.03 ✓

Uncleared Amounts

Deposits	109,543.68
Payments	170,734.60
Journal Entries	9,998.32
Difference	0.00 ✓

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:19:03

PAGE NUMBER: 1
 BNKACCTRCN
 BANK ACCOUNT: UNION BANK AND TRUST

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 DEPOSITS LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 02/01/2021
 STATEMENT END DATE: 02/28/2021

BEGINNING BALANCE: 10,543,459.21
 ENDING BALANCE: 8,142,622.03

INTEREST EARNED:
 FEES CHARGED:

606.44
 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK		07/20/2015			
N	08/25/2015		232.60	COOP SYSCO ADMIN FEES	072015PQ
N	08/25/2015		232.60	COOP SYSCO ADMIN FEES	072015PQ
N	08/25/2015		886.59	COOP SYSCO ADMIN FEES	072415PQ
N	08/25/2015		886.59	COOP SYSCO ADMIN FEES	072415PQ
N	08/16/2016		180.61	COOP SYSCO ADMIN FEES	071916PQ
N	08/16/2016		180.61	COOP SYSCO ADMIN FEES	071916PQ
N	10/03/2016		8,846.97	COOP SYSCO ADMIN FEE	091316PQ
N	10/03/2016		8,846.97	COOP SYSCO ADMIN FEE	091316PQ
N	10/03/2016		31.58	COOP SYSCO ADMIN FEE	091616PQ
N	10/03/2016		31.58	COOP SYSCO ADMIN FEE	091616PQ
N	05/04/2017		355.87	COOP SYSCO ADMIN FEE	041817PQ
N	05/04/2017		355.87	COOP SYSCO ADMIN FEE	041817PQ
N	05/04/2017		12,217.50	COOP SYSCO ADMIN FEE	042117PQ
N	05/04/2017		12,217.50	COOP SYSCO ADMIN FEE	042117PQ
N	10/04/2018		177.20	COOP SYSCO ADMIN FEE	100418PQ
N	10/04/2018		177.20	COOP SYSCO ADMIN FEE	100418PQ
N	10/04/2018		1,362.44	COOP VOSS LIGHTING ADMIN	100418PQ
N	10/04/2018		1,362.44	COOP VOSS LIGHTING ADMIN	100418PQ
N	10/11/2018		2,043.18	COOP INTERLINE ADMIN FEE	101118PQ
N	10/11/2018		2,043.18	COOP INTERLINE ADMIN FEE	101118PQ
N	10/12/2018		1,555.17	COOP SYSCO ADMIN FEE	100918PQ
N	10/12/2018		1,555.17	COOP SYSCO ADMIN FEE	100918PQ
N	10/16/2018		46.88	COOP INSIGHT ADMIN FEE	101518PQ
N	10/16/2018		46.88	COOP INSIGHT ADMIN FEE	101518PQ
N	10/16/2018		51.66	COOP MIDWEST SHOP ADM FEE	101518PQ
N	10/16/2018		51.66	COOP MIDWEST SHOP ADM FEE	101518PQ
N	10/16/2018		608.51	COOP NATIONAL BUS FURNITU	101518PQ
N	10/16/2018		608.51	COOP NATIONAL BUS FURNITU	101518PQ
N	10/23/2018		1.85	COOP ETA HAND2MIND ADM FE	102218PQ
N	10/23/2018		1.85	COOP ETA HAND2MIND ADM FE	102218PQ
N	10/23/2018		100.32	COOP MACKIN ADMIN FEE	102218PQ
N	10/23/2018		100.32	COOP MACKIN ADMIN FEE	102218PQ
N	10/23/2018		5.50	COOP PARTAC ADMIN FEE	102218PQ
N	10/23/2018		5.50	COOP PARTAC ADMIN FEE	102218PQ
N	10/23/2018		20.00	CRISIS TRAINING, J PALMER	102218PQ
N	10/23/2018		20.00	CRISIS TRAINING, J PALMER	102218PQ
N	10/23/2018		1.85	COOP ETA HAND2MIND ADM FE	102218PQ
N	10/23/2018		1.85	COOP ETA HAND2MIND ADM FE	102218PQ
N	10/23/2018		100.32	COOP MACKIN ADMIN FEE	102218PQ
N	10/23/2018		100.32	COOP MACKIN ADMIN FEE	102218PQ
N	10/23/2018		5.50	COOP PARTAC ADMIN FEE	102218PQ
N	10/23/2018		5.50	COOP PARTAC ADMIN FEE	102218PQ
N	10/23/2018		20.00	CRISIS TRAINING, J PALMER	102218PQ
N	10/23/2018		20.00	CRISIS TRAINING, J PALMER	102218PQ
N	10/24/2018		6,951.75	COOP SCHOOL SPECIALTY	102418PQ
N	10/24/2018		6,951.75	COOP SCHOOL SPECIALTY	102418PQ
N	10/31/2018		13,996.49	COOP SYSCO ADMIN FEE	102318PQ
N	10/31/2018		13,996.49	COOP SYSCO ADMIN FEE	102318PQ
N	10/31/2018		1,742.18	COOP DUDE SOLUTIONS ADM F	102618PQ
N	10/31/2018		1,742.18	COOP DUDE SOLUTIONS ADM F	102618PQ
N	10/31/2018		70.00	COOP SCHOOL ADMIN FEE	102918PQ
N	10/31/2018		70.00	COOP SCHOOL ADMIN FEE	102918PQ
N	06/27/2019		3,286.99	COOP JOURNEY ED ADM FEE	051019PQ
N	06/27/2019		3,286.99	COOP JOURNEY ED ADM FEE	051019PQ
Y	02/01/2021		478.62	COOP DUDE SOLUTIONS	020121PQ
Y	02/02/2021		2,112.37	COOP JOURNEY ED ADMIN FEE	020221PQ
Y	02/02/2021		2,047.36	COOP JOURNEY ED ADMIN FEE	020221PQ
Y	02/04/2021		6.48	COOP QUILL ADMIN FEE	020421PQ
Y	02/08/2021		11,297.57	COOP HAND2MIND ADMIN FEE	020521PQ

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:19:03

PAGE NUMBER: 2
 BNKACCTRCN
 BANK ACCOUNT: UNION BANK AND TRUST

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 DEPOSITS LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 02/01/2021
 STATEMENT END DATE: 02/28/2021

BEGINNING BALANCE: 10,543,459.21 INTEREST EARNED: 606.44
 ENDING BALANCE: 8,142,622.03 FEES CHARGED: 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
Y	02/08/2021		203.04	COOP KONICA MINOLTA	020821PQ
Y	02/08/2021		7.05	COOP REALLY GOOD STUFF	020821PQ
Y	02/08/2021		679.89	COOP SCHOLASTIC ADMN FEE	020821PQ
Y	02/08/2021		7,605.00	COOP TREMCO ADMN FEE	020821PQ
Y	02/09/2021		91.85	COOP PITSCO ADMN FEE	020921PQ
Y	02/17/2021		323.04	COOP KYOCERA ADMN FEE	021221PQ
Y	02/17/2021		431.07	COOP SYSCO ADMN FEE	021621PQ
Y	02/17/2021		671.66	COOP POWERSCHOOL ADM FEE	021721PQ
Y	02/23/2021		44.07	COOP HUSQVARNA ADMN FEE	022321PQ
Y	02/25/2021		14.20	COOP SCHOOL HEALTH ADM FE	022521PQ

DEPOSIT: BLANK 02/25/2021 135,556.95

TOTAL DEPOSITS 135,556.95
 TOTAL CLEARED DEPOSITS 26,013.27
 TOTAL UNCLEARED DEPOSITS 109,543.68

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 JOURNAL ENTRIES LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 02/01/2021
 STATEMENT END DATE: 02/28/2021

BEGINNING BALANCE: 10,543,459.21 INTEREST EARNED: 606.44
 ENDING BALANCE: 8,142,622.03 FEES CHARGED: 0.00

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
N	08/25/2015	BANKREC	11.17	RECONCILIATION INTEREST	20150731	
N	04/30/2016	BANKREC	92.84	RECONCILIATION INTEREST	20160430	
N	08/16/2016	BANKREC	156.42	RECONCILIATION INTEREST	20160731	
N	09/02/2016	BANKREC	122.29	RECONCILIATION INTEREST	20160831	
N	10/03/2016	BANKREC	145.94	RECONCILIATION INTEREST	20160930	
N	12/02/2016	BANKREC	189.30	RECONCILIATION INTEREST	20161130	
N	05/04/2017	BANKREC	344.59	RECONCILIATION INTEREST	20170430	
N	10/31/2018	BANKREC	2,301.12	RECONCILIATION INTEREST	20181031	
N	03/12/2019	BANKREC	2,420.30	RECONCILIATION INTEREST	20190228	
N	06/27/2019	BANKREC	2,004.74	RECONCILIATION INTEREST	20190531	
N	08/26/2019	BANKREC	2,209.61	RECONCILIATION INTEREST	20190731	
Y	02/08/2021	54	685.00	RECEIVABLE-RC- 020821PQ	020821PQ	
Y	02/11/2021	55	1,654,617.38	RECEIVABLE-RC- 021021PQ	021021PQ	
Y	02/17/2021	56	2,622.65	RECEIVABLE-RC- 021721PQ	021721PQ	
Y	02/25/2021	57	3,204.26	RECEIVABLE-RC- 022521PQ	022521PQ	

TOTAL JOURNAL ENTRIES 1,671,127.61
 TOTAL CLEARED JOURNAL ENTRIES 1,661,129.29
 TOTAL UNCLEARED JOURNAL ENTRIES 9,998.32

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 PAYMENTS LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 02/01/2021
 STATEMENT END DATE: 02/28/2021

BEGINNING BALANCE: 10,543,459.21
 ENDING BALANCE: 8,142,622.03

INTEREST EARNED: 606.44
 FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	07/02/2020	15032	400.00	MANUAL	02/28/2021	1545	TRISHA VEST
Y	01/28/2021	15131	7,132.00	MANUAL	02/28/2021	1557	ALL SAINTS CATHOLIC SCHOOL
Y	01/28/2021	15132	29,200.00	MANUAL	02/28/2021	1561	CEDAR BLUFFS PUBLIC SCHOOLS
Y	01/28/2021	15133	102,440.00	MANUAL	02/28/2021	1562	CREIGHTON PREPARATORY SCHOOL
Y	01/28/2021	15134	2,670.00	MANUAL	02/28/2021	1563	DILLER-ODELL SCHOOLS
Y	01/28/2021	15135	76,456.00	MANUAL	02/28/2021	1564	FALLS CITY SACRED HEART
Y	01/28/2021	15136	42,193.00	MANUAL	02/28/2021	1565	FILLMORE CENTRAL PUBLIC SCHOOLS
Y	01/28/2021	15137	64,000.00	MANUAL	02/28/2021	1568	GIBBON PUBLIC SCHOOLS
Y	01/28/2021	15138	7,375.00	MANUAL	02/28/2021	1248	LAKEVIEW COMMUNITY SCHOOLS
Y	01/28/2021	15139	32,677.00	MANUAL	02/28/2021	1126	MADISON PUBLIC SCHOOLS
Y	01/28/2021	15140	33,536.00	MANUAL	02/28/2021	1567	MARY OUR QUEEN SCHOOL
Y	01/28/2021	15141	16,977.00	MANUAL	02/28/2021	1568	NE LUTHERAN SCHOOLS / ST. PAUL LUTH
Y	01/28/2021	15142	108,000.00	MANUAL	02/28/2021	1569	PALMYRA DISTRICT OR 1
Y	01/28/2021	15143	921,572.04	MANUAL	02/28/2021	1329	PAPILLION-LAVISTA SCHOOLS
N	01/28/2021	15144	36,699.60	MANUAL	02/28/2021	1335	RALSTON PUBLIC SCHOOLS
Y	01/28/2021	15145	2,392.00	MANUAL	02/28/2021	1571	SAINT ANTHONY'S SCHOOL
Y	01/28/2021	15146	121,952.00	MANUAL	02/28/2021	1347	SCOTTSLUFF HIGH SCHOOL
Y	01/28/2021	15147	5,880.00	MANUAL	02/28/2021	1572	SIDNEY PUBLIC SCHOOLS
Y	01/28/2021	15148	186,000.00	MANUAL	02/28/2021	1147	SOUTH SIOUX COMMUNITY SCHOOLS
Y	01/28/2021	15149	45,516.00	MANUAL	02/28/2021	1573	ST. AGNES ACADEMY
Y	01/28/2021	15150	800.00	MANUAL	02/28/2021	1574	ST. AGNES CATHOLIC ELEMENTARY
Y	01/28/2021	15151	2,392.00	MANUAL	02/28/2021	1249	ST. BONAVENTURE CATHOLIC SCHOOLS
Y	01/28/2021	15152	30,104.00	MANUAL	02/28/2021	1578	ST. MARY'S BELLEVUE
Y	01/28/2021	15153	31,912.67	MANUAL	02/28/2021	1579	ST. MICHAEL'S CATHOLIC, SOUTH SIOUX
Y	01/28/2021	15154	7,559.00	MANUAL	02/28/2021	1582	TRINITY LUTHERAN SCHOOL
N	01/28/2021	15155	49,480.00	MANUAL	02/28/2021	1583	WESTSIDE COMMUNITY SCHOOLS
Y	01/28/2021	15156	63,833.00	MANUAL	02/28/2021	1586	JOHNSON COUNTY CENTRAL SCHOOL
Y	01/28/2021	15157	920,963.00	MANUAL	02/28/2021	1584	THE CATHOLIC BISHOP OF LINCOLN
Y	02/04/2021	15158	111,495.05	MANUAL	02/28/2021	1064	ESU 17
Y	02/04/2021	15159	17,700.00	MANUAL	02/28/2021	1318	BROMM & ASSOCIATES
Y	02/04/2021	15160	44.87	MANUAL	02/28/2021	1050	BISHOP BUSINESS
Y	02/04/2021	15161	6.99	MANUAL	02/28/2021	1056	AINSWORTH STAR JOURNAL
Y	02/04/2021	15162	300.00	MANUAL	02/28/2021	1057	ESU 2
Y	02/04/2021	15163	12.56	MANUAL	02/28/2021	1057	ESU 3
Y	02/04/2021	15164	125.00	MANUAL	02/28/2021	1104	ESU 16
Y	02/04/2021	15165	5,504.00	MANUAL	02/28/2021	1548	LIUDMILA ARKHIPTKOVA
Y	02/04/2021	15166	22,503.90	MANUAL	02/28/2021	1007	CDW GOVERNMENT INC.
Y	02/04/2021	15167	57,503.04	MANUAL	02/28/2021	1315	INSIGHT PUBLIC SECTOR INC
Y	02/04/2021	15168	13,685.00	MANUAL	02/28/2021	1062	STAPLES ADVANTAGE
Y	02/04/2021	15168	1,930.36	MANUAL	02/28/2021	1039	UNION BANK & TRUST COMPANY
Y	02/05/2021	EFT00146	1,959.00	MANUAL	02/28/2021	1209	CINCINNATI INSURANCE COMPANY
Y	02/18/2021	15169	51,875.00	MANUAL	02/28/2021	1585	AUBURN PUBLIC SCHOOLS
Y	02/18/2021	15170	371,957.00	MANUAL	02/28/2021	1272	GRAND ISLAND PUBLIC SCHOOLS
Y	02/18/2021	15171	5,549.70	MANUAL	02/28/2021	1285	HARVARD PUBLIC SCHOOLS
N	02/18/2021	15172	18,250.00	MANUAL	02/28/2021	1093	KIMBALL PUBLIC SCHOOLS
Y	02/18/2021	15173	33,600.00	MANUAL	02/28/2021	1168	SUTHERLAND PUBLIC SCHOOLS
N	02/18/2021	15174	37,905.00	MANUAL	02/28/2021	1158	AXTELL COMMUNITY SCHOOLS
N	02/18/2021	15175	28,000.00	MANUAL	02/28/2021	1586	BANCROFT-ROSALIE COMM SCHOOLS
Y	02/18/2021	15176	38,800.00	MANUAL	02/28/2021	1587	NORFOLK CATHOLIC SCHOOLS
Y	02/18/2021	15177	491,503.00	MANUAL	02/28/2021	1584	THE CATHOLIC BISHOP OF LINCOLN

TOTAL PAYMENTS 4,259,320.78
 TOTAL CLEARED PAYMENTS 4,088,586.18

EFINANCE - POWERSCHOOL
DATE: 03/16/2021
TIME: 11:19:03

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 02/01/2021
STATEMENT END DATE: 02/28/2021

CLEARED CHECK DATE CHECK NUMBER

TOTAL UNCLEARED PAYMENTS

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
PAYMENTS LIST

BEGINNING BALANCE: 10,543,459.21 INTEREST EARNED:
ENDING BALANCE: 8,142,622.03 FEES CHARGED:

AMOUNT CHECK TYPE CLEAR DATE VENDOR VENDOR NAME

170,734.60

PAGE NUMBER: 4
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

606.44
0.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 1
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202250510 - PDO NOC PROF DEV							
20330	PROF DEV	21,000.00	.00	.00	.00	21,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	3,050.00	.00	.00	.00	3,050.00	.00
20640	PERIODICALS/BOOKS	9,000.00	.00	.00	.00	9,000.00	.00
TOTAL	PDO NOC PROF DEV	33,050.00	.00	.00	.00	33,050.00	.00
ORG UNIT - 01202250520 - PDO SDA PRO DEV							
20330	PROF DEV	1,620.00	.00	.00	750.00	870.00	46.30
20580	TRAVEL (EXCEPT MILEAGE)	5,300.00	.00	.00	.00	5,300.00	.00
20640	PERIODICALS/BOOKS	750.00	.00	.00	.00	750.00	.00
TOTAL	PDO SDA PRO DEV	7,670.00	.00	.00	750.00	6,920.00	9.78
ORG UNIT - 01202250530 - PDO ESPD PRO DEV							
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	.00	1,000.00	.00
TOTAL	PDO ESPD PRO DEV	1,000.00	.00	.00	.00	1,000.00	.00
ORG UNIT - 01202250540 - PDO TLT PRO DEV							
20330	PROF DEV	3,750.00	.00	.00	1,350.00	2,400.00	36.00
20580	TRAVEL (EXCEPT MILEAGE)	4,800.00	.00	.00	.00	4,800.00	.00
TOTAL	PDO TLT PRO DEV	8,550.00	.00	.00	1,350.00	7,200.00	15.79
ORG UNIT - 01202250560 - PDO CRISIS PRO DEV							
20320	CONTRACTED SERVICES	60,000.00	.00	.00	3.00	59,997.00	.01
20580	TRAVEL (EXCEPT MILEAGE)	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	PDO CRISIS PRO DEV	75,000.00	.00	.00	3.00	74,997.00	.00
ORG UNIT - 01202250620 - BL DEC PRO DEV							
20640	PERIODICALS/BOOKS	250.00	.00	.00	.00	250.00	.00
TOTAL	BL DEC PRO DEV	250.00	.00	.00	.00	250.00	.00
ORG UNIT - 01202310100 - ADMIN BOARD EXP/DUES							
20540	ADVERTISING	2,300.00	508.32	.00	3,405.31	-1,105.31	148.06

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 2
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
20810	DUES/FEES	16,090.00	.00	.00	6,225.00	9,865.00	38.69
TOTAL	ADMIN BOARD EXP/DUES	18,390.00	508.32	.00	9,630.31	8,759.69	52.37

ORG UNIT - 01202310300 - COOP BOARD EXP/DUES

20540	ADVERTISING	1,000.00	.00	.00	857.85	142.15	85.79
20810	DUES/FEES	4,290.00	.00	.00	15.00	4,275.00	.35
TOTAL	COOP BOARD EXP/DUES	5,290.00	.00	.00	872.85	4,417.15	16.50

ORG UNIT - 01202310620 - BL DEC BOARD EXP/DUES

20810	DUES/FEES	310.00	.00	.00	.00	310.00	.00
TOTAL	BL DEC BOARD EXP/DUES	310.00	.00	.00	.00	310.00	.00

ORG UNIT - 01202320100 - ADMIN SALARY EXEC DIRECTO

20110	SALARIES	84,360.00	8,026.24	.00	40,131.23	44,228.77	47.57
20220	SOCIAL SECURITY	6,453.00	609.84	.00	1,711.87	4,741.13	26.53
20230	RETIREMENT	9,316.00	791.38	.00	3,956.90	5,359.10	42.47
20270	WORK COMP	562.00	48.42	.00	242.10	319.90	43.08
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20330	PROF DEV	400.00	.00	.00	1,071.36	-671.36	267.84
20333	MILEAGE	5,891.00	.00	.00	72.45	5,818.55	1.23
20580	TRAVEL (EXCEPT MILEAGE)	19,550.00	20.00	.00	3,062.48	16,487.52	15.66
20610	SUPPLIES	400.00	12.56	.00	373.28	26.72	93.32
TOTAL	ADMIN SALARY EXEC DIRECTO	126,932.00	9,508.44	.00	50,621.67	76,310.33	39.88

ORG UNIT - 01202320300 - COOP EXEC DIR SALARY/EXP

20110	SALARIES	8,697.00	827.45	.00	4,137.25	4,559.75	47.57
20220	SOCIAL SECURITY	665.00	62.87	.00	176.49	488.51	26.54
20230	RETIREMENT	960.00	81.59	.00	407.95	552.05	42.49
20270	WORK COMP	58.00	4.99	.00	24.95	33.05	43.02
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	COOP EXEC DIR SALARY/EXP	10,380.00	976.90	.00	4,746.64	5,633.36	45.73

ORG UNIT - 01202320400 - SRS EXEC DIR SALARIES/EXP

20110	SALARIES	9,567.00	910.19	.00	4,550.95	5,016.05	47.57
20220	SOCIAL SECURITY	732.00	69.16	.00	194.14	537.86	26.52
20230	RETIREMENT	1,056.00	89.74	.00	448.70	607.30	42.49
20270	WORK COMP	64.00	5.49	.00	27.45	36.55	42.89
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 3
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	SRS EXEC DIR SALARIES/EXP	11,419.00	1,074.58	.00	5,221.24	6,197.76	45.72
ORG UNIT - 01202320600 - BL IMAT EXEC DIR SALARY/E							
20110	SALARIES	10,436.00	992.94	.00	4,964.70	5,471.30	47.57
20220	SOCIAL SECURITY	798.00	75.44	.00	211.77	586.23	26.54
20230	RETIREMENT	1,153.00	97.90	.00	489.50	663.50	42.45
20270	WORK COMP	69.00	5.99	.00	29.95	39.05	43.41
TOTAL	BL IMAT EXEC DIR SALARY/E	12,456.00	1,172.27	.00	5,695.92	6,760.08	45.73
ORG UNIT - 01202320620 - BL DEC EXEC SALARY/EXP							
20110	SALARIES	60,878.00	5,792.13	.00	28,960.65	31,917.35	47.57
20220	SOCIAL SECURITY	4,657.00	440.09	.00	1,235.38	3,421.62	26.53
20230	RETIREMENT	6,723.00	571.10	.00	2,855.50	3,867.50	42.47
20270	WORK COMP	405.00	34.94	.00	174.70	230.30	43.14
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC EXEC SALARY/EXP	72,663.00	6,838.26	.00	33,226.23	39,436.77	45.73
ORG UNIT - 01202330100 - ADMIN LEGAL/GOVT RELATION							
20314	GOVT RELATIONS	35,203.00	17,700.00	.00	31,650.00	3,553.00	89.91
20317	LEGAL	15,050.00	.00	.00	1,323.96	13,726.04	8.80
TOTAL	ADMIN LEGAL/GOVT RELATION	50,253.00	17,700.00	.00	32,973.96	17,279.04	65.62
ORG UNIT - 01202330300 - COOP LEGAL/GOVT RELATIONS							
20317	LEGAL	15,050.00	.00	.00	1,323.96	13,726.04	8.80
20820	JUDGEMENTS/SETTLEMENTS	.00	.00	.00	.00	.00	.00
TOTAL	COOP LEGAL/GOVT RELATIONS	15,050.00	.00	.00	1,323.96	13,726.04	8.80
ORG UNIT - 01202330400 - SRS LEGAL/GOVT RELATIONS							
20317	LEGAL	2,450.00	.00	.00	215.54	2,234.46	8.80
TOTAL	SRS LEGAL/GOVT RELATIONS	2,450.00	.00	.00	215.54	2,234.46	8.80
ORG UNIT - 01202330500 - PDO LEGAL/GOVT RELATIONS							
20317	LEGAL	2,500.00	.00	.00	409.50	2,090.50	16.38
TOTAL	PDO LEGAL/GOVT RELATIONS	2,500.00	.00	.00	409.50	2,090.50	16.38

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 4
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202330600 - BL IMAT LEGAL/GOVT RELATI							
20317	LEGAL	1,225.00	.00	.00	107.77	1,117.23	8.80
TOTAL	BL IMAT LEGAL/GOVT RELATI	1,225.00	.00	.00	107.77	1,117.23	8.80
ORG UNIT - 01202330620 - BL DEC LEGAL/GOVT RELATIO							
20317	LEGAL	1,225.00	.00	.00	107.77	1,117.23	8.80
TOTAL	BL DEC LEGAL/GOVT RELATIO	1,225.00	.00	.00	107.77	1,117.23	8.80
ORG UNIT - 01202510100 - ADMIN FISCAL SERVICES							
20315	ACCT/AUDIT	15,830.00	206.00	.00	1,030.00	14,800.00	6.51
TOTAL	ADMIN FISCAL SERVICES	15,830.00	206.00	.00	1,030.00	14,800.00	6.51
ORG UNIT - 01202510300 - COOP FISCAL SERVICES							
20315	ACCT/AUDIT	13,330.00	.00	.00	.00	13,330.00	.00
TOTAL	COOP FISCAL SERVICES	13,330.00	.00	.00	.00	13,330.00	.00
ORG UNIT - 01202510400 - SRS FISCAL SERVICES							
20315	ACCT/AUDIT	2,170.00	.00	.00	.00	2,170.00	.00
TOTAL	SRS FISCAL SERVICES	2,170.00	.00	.00	.00	2,170.00	.00
ORG UNIT - 01202510600 - BL IMAT FISCAL SERVICES							
20315	ACCT/AUDIT	1,085.00	.00	.00	.00	1,085.00	.00
TOTAL	BL IMAT FISCAL SERVICES	1,085.00	.00	.00	.00	1,085.00	.00
ORG UNIT - 01202510620 - BL DEC FISCAL SERVICES							
20315	ACCT/AUDIT	1,085.00	.00	.00	.00	1,085.00	.00
TOTAL	BL DEC FISCAL SERVICES	1,085.00	.00	.00	.00	1,085.00	.00
ORG UNIT - 01202520300 - COOP PURCHASE/WAREHOUSE/D							

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 5
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20610	SUPPLIES	1,200.00	.00	.00	277.07	922.93	23.09
20900	OTHER PROGRAM PUCHASES	1,203,300.00	.00	.00	22,340.93	1,180,959.07	1.86
TOTAL	COOP PURCHASE/WAREHOUSE/D	1,204,500.00	.00	.00	22,618.00	1,181,882.00	1.88
ORG UNIT - 01202520400 - SRS PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	.00	.00	28.25	471.75	5.65
TOTAL	SRS PURCHASE/WAREHOUSE/DI	500.00	.00	.00	28.25	471.75	5.65
ORG UNIT - 01202520500 - PDO PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	.00	.00	.00	500.00	.00
TOTAL	PDO PURCHASE/WAREHOUSE/DI	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202520600 - BL IMAT PURCHASE/WAREHOUS							
20320	CONTRACTED SERVICES	3,000.00	.00	.00	.00	3,000.00	.00
20900	OTHER PROGRAM PUCHASES	137,700.00	.00	.00	.00	137,700.00	.00
TOTAL	BL IMAT PURCHASE/WAREHOUS	140,700.00	.00	.00	.00	140,700.00	.00
ORG UNIT - 01202520620 - BL DEC PURCHASE/WAREHOUSE							
20610	SUPPLIES	500.00	.00	.00	229.15	270.85	45.83
TOTAL	BL DEC PURCHASE/WAREHOUSE	500.00	.00	.00	229.15	270.85	45.83
ORG UNIT - 01202530100 - ADMIN PRINT/PUB/DUP							
20550	PRINTING/BINDING	1,000.00	30.37	.00	102.80	897.20	10.28
TOTAL	ADMIN PRINT/PUB/DUP	1,000.00	30.37	.00	102.80	897.20	10.28
ORG UNIT - 01202530300 - COOP PRINT/PUB/DUP							
20550	PRINTING/BINDING	250.00	17.50	.00	87.50	162.50	35.00
TOTAL	COOP PRINT/PUB/DUP	250.00	17.50	.00	87.50	162.50	35.00
ORG UNIT - 01202530400 - SRS PRINT/PUB/DUP							
20550	PRINTING/BINDING	300.00	14.50	.00	37.02	262.98	12.34

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 6
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	SRS PRINT/PUB/DUP	300.00	14.50	.00	37.02	262.98	12.34
ORG UNIT - 01202530620 - BL DEC PRINT/PUB/DUP							
20550	PRINTING/BINDING	500.00	.00	.00	.00	500.00	.00
TOTAL	BL DEC PRINT/PUB/DUP	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202560100 - ADMIN POSTAGE							
20531	POSTAGE/POSTAGE METER	350.00	.00	.00	59.07	290.93	16.88
TOTAL	ADMIN POSTAGE	350.00	.00	.00	59.07	290.93	16.88
ORG UNIT - 01202560300 - COOP POSTAGE							
20531	POSTAGE/POSTAGE METER	1,500.00	.00	.00	231.08	1,268.92	15.41
TOTAL	COOP POSTAGE	1,500.00	.00	.00	231.08	1,268.92	15.41
ORG UNIT - 01202560400 - SRS POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.00	.00	5.00	45.00	10.00
TOTAL	SRS POSTAGE	50.00	.00	.00	5.00	45.00	10.00
ORG UNIT - 01202560500 - PDO POSTAGE							
20531	POSTAGE/POSTAGE METER	250.00	.00	.00	110.03	139.97	44.01
TOTAL	PDO POSTAGE	250.00	.00	.00	110.03	139.97	44.01
ORG UNIT - 01202560600 - BL IMAT POSTAGE							
20531	POSTAGE/POSTAGE METER	30.00	.00	.00	3.50	26.50	11.67
TOTAL	BL IMAT POSTAGE	30.00	.00	.00	3.50	26.50	11.67
ORG UNIT - 01202560620 - BL DEC POSTAGE							
20531	POSTAGE/POSTAGE METER	100.00	.00	.00	292.74	-192.74	292.74
TOTAL	BL DEC POSTAGE	100.00	.00	.00	292.74	-192.74	292.74
ORG UNIT - 01202580100 - ADMIN TECH SERVICES							

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 7
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
20320	CONTRACTED SERVICES	28,900.00	.00	.00	6,034.71	22,865.29	20.88
20530	COMPUTER/INTERNET/PHONE	582.00	.00	.00	565.84	16.16	97.22
20650	TECH SOFTWARE/SUPPLIES	733.00	.00	.00	.00	733.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	ADMIN TECH SERVICES	30,215.00	.00	.00	6,600.55	23,614.45	21.85

ORG UNIT - 01202580300 - COOP TECH SERVICES

20320	CONTRACTED SERVICES	7,210.00	.00	.00	360.00	6,850.00	4.99
20530	COMPUTER/INTERNET/PHONE	1,769.00	146.80	.00	885.10	883.90	50.03
20650	TECH SOFTWARE/SUPPLIES	76,809.00	45.04	.00	76,545.10	263.90	99.66
20734	TECH HARDWARE	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL	COOP TECH SERVICES	88,388.00	191.84	.00	77,790.20	10,597.80	88.01

ORG UNIT - 01202580400 - SRS TECH SERVICES

20110	SALARIES	204,674.00	18,562.38	.00	92,811.94	111,862.06	45.35
20220	SOCIAL SECURITY	15,658.00	1,216.42	.00	6,082.12	9,575.88	38.84
20230	RETIREMENT	21,931.00	1,833.56	.00	9,167.80	12,763.20	41.80
20270	WORK COMP	1,332.00	111.42	.00	557.10	774.90	41.82
20290	OTHER BENEFITS	126.00	7.00	.00	35.00	91.00	27.78
20320	CONTRACTED SERVICES	55,436.00	.00	.00	.00	55,436.00	.00
20530	COMPUTER/INTERNET/PHONE	5,315.00	376.80	.00	2,919.14	2,395.86	54.92
20650	TECH SOFTWARE/SUPPLIES	1,084.00	310.00	.00	557.56	526.44	51.44
20734	TECH HARDWARE	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL	SRS TECH SERVICES	308,156.00	22,417.58	.00	112,130.66	196,025.34	36.39

ORG UNIT - 01202580500 - PDO TECH SERVICES

20320	CONTRACTED SERVICES	1,500.00	.00	.00	1,500.00	.00	100.00
20650	TECH SOFTWARE/SUPPLIES	.00	.00	.00	.00	.00	.00
TOTAL	PDO TECH SERVICES	1,500.00	.00	.00	1,500.00	.00	100.00

ORG UNIT - 01202580600 - BL IMAT TECH SERVICES

20530	COMPUTER/INTERNET/PHONE	4,439.00	100.48	.00	744.15	3,694.85	16.76
20650	TECH SOFTWARE/SUPPLIES	750.00	.00	.00	.00	750.00	.00
20734	TECH HARDWARE	2,000.00	.00	.00	.00	2,000.00	.00
TOTAL	BL IMAT TECH SERVICES	7,189.00	100.48	.00	744.15	6,444.85	10.35

ORG UNIT - 01202580620 - BL DEC TECH SERVICES

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 8
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20110	SALARIES	71,279.00	6,000.71	.00	30,003.55	41,275.45	42.09
20220	SOCIAL SECURITY	5,453.00	393.61	.00	1,968.07	3,484.93	36.09
20230	RETIREMENT	7,041.00	592.74	.00	2,963.70	4,077.30	42.09
20270	WORK COMP	428.00	36.09	.00	180.45	247.55	42.16
20290	OTHER BENEFITS	42.00	.00	.00	.00	42.00	.00
20320	CONTRACTED SERVICES	15,500.00	300.00	.00	2,675.00	12,825.00	17.26
20530	COMPUTER/INTERNET/PHONE	4,593.00	87.92	.00	736.83	3,856.17	16.04
20650	TECH SOFTWARE/SUPPLIES	760.00	29.99	.00	449.93	310.07	59.20
20734	TECH HARDWARE	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL	BL DEC TECH SERVICES	107,696.00	7,441.06	.00	38,977.53	68,718.47	36.19
ORG UNIT - 01202610100 - ADMIN RENT/LEASE							
20440	RENT	2,367.00	.00	.00	986.20	1,380.80	41.66
20520	INSURANCE	9,999.00	959.00	.00	7,293.00	2,706.00	72.94
TOTAL	ADMIN RENT/LEASE	12,366.00	959.00	.00	8,279.20	4,086.80	66.95
ORG UNIT - 01202610300 - COOP RENT/LEASE							
20440	RENT	8,842.00	608.00	.00	4,132.25	4,709.75	46.73
20520	INSURANCE	384.00	32.00	.00	160.00	224.00	41.67
TOTAL	COOP RENT/LEASE	9,226.00	640.00	.00	4,292.25	4,933.75	46.52
ORG UNIT - 01202610400 - SRS RENT/LEASES							
20440	RENT	6,794.00	.00	.00	2,816.35	3,977.65	41.45
TOTAL	SRS RENT/LEASES	6,794.00	.00	.00	2,816.35	3,977.65	41.45
ORG UNIT - 01202610600 - BL IMAT RENT/LEASE							
20440	RENT	992.00	.00	.00	413.15	578.85	41.65
TOTAL	BL IMAT RENT/LEASE	992.00	.00	.00	413.15	578.85	41.65
ORG UNIT - 01202610620 - BL DEC RENT/LEASE							
20440	RENT	4,030.00	.00	.00	1,679.10	2,350.90	41.67
TOTAL	BL DEC RENT/LEASE	4,030.00	.00	.00	1,679.10	2,350.90	41.67
ORG UNIT - 01202800100 - ADMIN STAFF SALARY							
20110	SALARIES	55,829.00	4,652.38	.00	23,261.86	32,567.14	41.67

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 9
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20220	SOCIAL SECURITY	3,635.00	296.28	.00	1,481.36	2,153.64	40.75
20230	RETIREMENT	5,515.00	459.55	.00	2,297.75	3,217.25	41.66
20270	WORK COMP	335.00	27.91	.00	139.55	195.45	41.66
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	4,500.00	.00	.00	444.49	4,055.51	9.88
20580	TRAVEL (EXCEPT MILEAGE)	2,000.00	.00	.00	14.46	1,985.54	.72
TOTAL	ADMIN STAFF SALARY	71,814.00	5,436.12	.00	27,639.47	44,174.53	38.49
ORG UNIT - 01202800300 - COOP STAFF SALARIES/EXP							
20110	SALARIES	235,853.00	19,654.36	.00	98,271.76	137,581.24	41.67
20220	SOCIAL SECURITY	14,462.00	1,169.57	.00	5,847.81	8,614.19	40.44
20230	RETIREMENT	23,297.00	1,941.42	.00	9,707.10	13,589.90	41.67
20270	WORK COMP	1,415.00	117.94	.00	589.70	825.30	41.67
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	7,500.00	.00	.00	.00	7,500.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	7,500.00	.00	.00	.00	7,500.00	.00
TOTAL	COOP STAFF SALARIES/EXP	290,027.00	22,883.29	.00	114,416.37	175,610.63	39.45
ORG UNIT - 01202800400 - SRS STAFF SALARIES/EXP							
20110	SALARIES	192,053.00	13,531.18	.00	67,655.74	124,397.26	35.23
20220	SOCIAL SECURITY	13,890.00	852.07	.00	4,260.31	9,629.69	30.67
20230	RETIREMENT	20,484.00	1,336.58	.00	6,682.90	13,801.10	32.62
20270	WORK COMP	1,244.00	81.21	.00	406.05	837.95	32.64
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	3,500.00	.00	.00	351.48	3,148.52	10.04
20580	TRAVEL (EXCEPT MILEAGE)	1,500.00	.00	.00	.00	1,500.00	.00
TOTAL	SRS STAFF SALARIES/EXP	232,671.00	15,801.04	.00	79,356.48	153,314.52	34.11
ORG UNIT - 01202800500 - PDO STAFF SALARIES/EXP							
20110	SALARIES	7,453.00	621.11	.00	3,105.54	4,347.46	41.67
20220	SOCIAL SECURITY	506.00	41.77	.00	208.85	297.15	41.27
20230	RETIREMENT	736.00	61.35	.00	306.75	429.25	41.68
20270	WORK COMP	45.00	3.73	.00	18.65	26.35	41.44
20330	PROF DEV	16,000.00	.00	.00	.00	16,000.00	.00
20333	MILEAGE	1,000.00	.00	.00	105.80	894.20	10.58
20580	TRAVEL (EXCEPT MILEAGE)	5,000.00	396.00	.00	11,455.95	-6,455.95	229.12
TOTAL	PDO STAFF SALARIES/EXP	30,740.00	1,123.96	.00	15,201.54	15,538.46	49.45
ORG UNIT - 01202800570 - INNOVATIVE STAFF SALARIES							
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 10
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
TOTAL	INNOVATIVE STAFF SALARIES	.00	.00	.00	.00	.00	.00

ORG UNIT - 01202800600 - BL IMAT STAFF SALARY/EXP

20110	SALARIES	65,260.00	5,552.05	.00	28,731.21	36,528.79	44.03
20220	SOCIAL SECURITY	4,869.00	403.67	.00	2,092.63	2,776.37	42.98
20230	RETIREMENT	6,581.00	548.42	.00	2,838.02	3,742.98	43.12
20270	WORK COMP	400.00	33.28	.00	166.40	233.60	41.60
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	1,500.00	.00	.00	.00	1,500.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	500.00	.00	.00	.00	500.00	.00
20610	SUPPLIES	50.00	.00	.00	.00	50.00	.00
TOTAL	BL IMAT STAFF SALARY/EXP	79,160.00	6,537.42	.00	33,828.26	45,331.74	42.73

ORG UNIT - 01202800620 - BL DEC STAFF SALARY/EXP

20110	SALARIES	105,559.00	9,251.50	.00	50,141.62	55,417.38	47.50
20220	SOCIAL SECURITY	7,855.00	649.06	.00	3,542.44	4,312.56	45.10
20230	RETIREMENT	10,967.00	913.84	.00	4,952.88	6,014.12	45.16
20270	WORK COMP	666.00	55.50	.00	277.50	388.50	41.67
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	4,000.00	.00	.00	1,351.26	2,648.74	33.78
20580	TRAVEL (EXCEPT MILEAGE)	6,348.00	.00	.00	809.44	5,538.56	12.75
20733	FURNITURE	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC STAFF SALARY/EXP	135,395.00	10,869.90	.00	61,075.14	74,319.86	45.11

ORG UNIT - 01203500500 - PDO STATE GRANTS

20320	CONTRACTED SERVICES	19,105,000.00	1,176,760.64	1,913,029.39	6,254,860.62	12,850,139.38	32.74
TOTAL	PDO STATE GRANTS	19,105,000.00	1,176,760.64	1,913,029.39	6,254,860.62	12,850,139.38	32.74

ORG UNIT - 01203575570 - PDO INNOVATIVE GRANT

20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
20330	PROF DEV	.00	.00	.00	.00	.00	.00
20333	MILEAGE	.00	.00	.00	61.48	-61.48	.00
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20610	SUPPLIES	.00	.00	.00	.00	.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	PDO INNOVATIVE GRANT	.00	.00	.00	61.48	-61.48	.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:04

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 11
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01209000100 - ADMIN FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	ADMIN FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000300 - COOP FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	COOP FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000400 - SRS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	SRS FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000500 - PDO FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	20,000.00	.00	.00	.00	20,000.00	.00
TOTAL	PDO FLOW THROUGH	20,000.00	.00	.00	.00	20,000.00	.00
ORG UNIT - 01209000560 - PDO CRISIS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	PDO CRISIS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 01209000600 - BL IMAT FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	40,000.00	.00	.00	.00	40,000.00	.00
TOTAL	BL IMAT FLOW THROUGH	40,000.00	.00	.00	.00	40,000.00	.00
ORG UNIT - 01209000620 - BL DEC FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	BL DEC FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL REPORT		22,481,952.00	1,309,209.47	1,913,029.39	7,013,753.00	15,468,199.00	31.20

February 28, 2021

Checkbook Balances:				
As of Sept. 1, 2020		\$1,421,778.35		
As of February 1, 2021 =		\$7,593,347.90		
	February 2021 Receipts	February 2021 Disbursements	February 2020 Receipts	February 2020 Disbursements
ESUCC Admin	\$606.44	(\$34,348.25)	\$1,972.33	(\$16,912.59)
COOP	\$29,557.58	(\$24,709.53)	\$32,727.84	(\$25,275.20)
DEC	\$0.00	(\$25,149.22)	\$0.00	(\$20,721.19)
IMAT	\$0.00	(\$7,810.17)	\$0.00	(\$6,679.13)
SRS	\$0.00	(\$39,307.70)	\$0.00	(\$38,532.06)
PDO	\$1,657,584.98	(\$1,177,884.60)	\$205,399.98	(\$707.11)
	\$1,687,749.00	-\$1,309,209.47	\$240,100.15	-\$108,827.28
ESUCC Reserve	\$250,000.00			
As of February 28, 2021 =	\$7,971,887.43		Feb. 28, 2020 =	\$1,728,296.10

Outstanding Receipts As Of 02/28/21

ESUCC Admin.	\$0.00
MSA, Govt Relations	\$0.00
COOP	\$9,937.86
Annual Buy Vendor Admin Fees	\$2,462.78
School Orders Worldbook/Movie Lic./Security	\$301.27
AEPA/Special Buys/Food/Custodial Admin Fees	\$7,173.81
DEC	\$0.00
	\$0.00
IMAT	\$0.00
NDE, ISKME Renewal	\$0.00
MSA, Digital Learning Fee	\$0.00
Digital Age Pedagogy Project	\$0.00
SRS	\$0.00
MSA, SRS Admin Fee	\$0.00
PDO	\$29,070.40
MSA, PDO Admin Fees	\$0.00
NDE, TLT Special Project	\$11,240.00
Grants (GEERS)	\$17,830.40
Crisis	\$0.00
PD Trainings/Reg. Fees	\$0.00
Total:	\$39,008.26

FY Net Activity 02/28/21

ESUCC Admin	\$173,846.18
COOP	\$203,461.27
DEC	\$146,394.34
IMAT	\$58,931.44
SRS	-\$110,698.39
PDO	\$6,078,174.24
	\$6,550,109.08

Budget Notes/Comments, February 2021:

31.20%	Total Budget Usage
33.33%	Adjusted Budget Usage
50.00%	Budget Usage Average (6 months)

Notes/Special Receipts, February 2021:

\$1,656,899.98	NDE, GEERS Funds
----------------	------------------

Notes/Special Disbursements, February 2021:

\$17,700.00	Bromm & Associates, ADMN Lobbyist
\$1,077,439.70	GEERS Reimbursements to Schools
\$22,503.90	CDW, GEERS Devices
\$57,503.04	Insight, GEERS Devices
\$13,685.00	Staples, GEERS Devices

March Expenses Payable April 2021 Total \$443,140.86

\$3,700.00	Seim Johnson, Audit Interim Billing
\$2,000.00	ISKME, Imat Renewal
\$9,975.00	Wyebot, NOC Training/Renewal
\$2,566.40	CDW, GEERS Devices
\$9,350.00	Dell, GEERS Devices
\$266,764.64	Staples, GEERS Devices

Special Projects/Grants Status as of April 8, 2021:

	Receipts	Expenditures
SIMPL Expenditures		\$6,268.50
Software Innovation Network	\$420,000.00	\$53,814.27
GEERS Adviser	\$9,975,170.27	\$8,033,726.57
		\$3,875.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:33

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
 ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	15158	02/04/21	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	75.44
09000	15158	02/04/21	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	8,026.24
09000	15158	02/04/21	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	609.84
09000	15158	02/04/21	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	791.38
09000	15158	02/04/21	1064	ESU 17	01202320100	20270	ADMN EXEC DIR WORK	0.00	48.42
09000	15158	02/04/21	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	4,652.38
09000	15158	02/04/21	1064	ESU 17	01202800100	20220	ADMIN STAFF SS/MEDI	0.00	296.28
09000	15158	02/04/21	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	459.55
09000	15158	02/04/21	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	27.91
09000	15158	02/04/21	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	206.00
09000	15158	02/04/21	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	827.45
09000	15158	02/04/21	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	62.87
09000	15158	02/04/21	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	81.59
09000	15158	02/04/21	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	4.99
09000	15158	02/04/21	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	19,654.36
09000	15158	02/04/21	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,169.57
09000	15158	02/04/21	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	1,941.42
09000	15158	02/04/21	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	117.94
09000	15158	02/04/21	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	15158	02/04/21	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	15158	02/04/21	1064	ESU 17	01202530300	20550	COOP COPIER/PRINTIN	0.00	17.50
09000	15158	02/04/21	1064	ESU 17	01202610300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	15158	02/04/21	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	5,792.13
09000	15158	02/04/21	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	440.09
09000	15158	02/04/21	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	571.10
09000	15158	02/04/21	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	34.94
09000	15158	02/04/21	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	6,000.71
09000	15158	02/04/21	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	393.61
09000	15158	02/04/21	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	592.74
09000	15158	02/04/21	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	36.09
09000	15158	02/04/21	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	9,251.50
09000	15158	02/04/21	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	649.06
09000	15158	02/04/21	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	913.84
09000	15158	02/04/21	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	97.90
09000	15158	02/04/21	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	5.99
09000	15158	02/04/21	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	5,552.05
09000	15158	02/04/21	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	403.67
09000	15158	02/04/21	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	548.42
09000	15158	02/04/21	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	33.28
09000	15158	02/04/21	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	910.19
09000	15158	02/04/21	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	69.16
09000	15158	02/04/21	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	89.74
09000	15158	02/04/21	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	5.49
09000	15158	02/04/21	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	18,562.38
09000	15158	02/04/21	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDCIAR	0.00	1,216.42
09000	15158	02/04/21	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	1,833.56
09000	15158	02/04/21	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	111.42
09000	15158	02/04/21	1064	ESU 17	01202580400	20290	SRS TECH WAGE WORKS	0.00	7.00
09000	15158	02/04/21	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	13,531.18
09000	15158	02/04/21	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	852.07
09000	15158	02/04/21	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	1,336.58
09000	15158	02/04/21	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	81.21

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:33

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
 ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	15158	02/04/21	1064	ESU 17	01202800500	20110	PD STAFF SALARIES	0.00	621.11
09000	15158	02/04/21	1064	ESU 17	01202800500	20220	PD STAFF SS/MEDICAR	0.00	41.77
09000	15158	02/04/21	1064	ESU 17	01202800500	20230	PD STAFF RETIREMENT	0.00	61.35
09000	15158	02/04/21	1064	ESU 17	01202800500	20270	PD STAFF WORK COMP	0.00	3.73
09000	15158	02/04/21	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	55.50
09000	15158	02/04/21	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	992.94
TOTAL CHECK								0.00	111,495.05
09000	15159	02/04/21	1318	BROMM & ASSOCIATES	01202330100	20314	ADMN LOBBYIST FEES	0.00	17,700.00
09000	15160	02/04/21	1050	BISHOP BUSINESS	01202530100	20550	ADMN PRINTING EXP	0.00	30.37
09000	15160	02/04/21	1050	BISHOP BUSINESS	01202530400	20550	SRS PRINTING EXP	0.00	14.50
TOTAL CHECK								0.00	44.87
09000	15161	02/04/21	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN MEETING NOTICE	0.00	6.99
09000	15162	02/04/21	1056	ESU 2	01202580620	20320	DEC CANVAS SUBSCRIP	0.00	300.00
09000	15163	02/04/21	1057	ESU 3	01202320100	20610	ADMIN SUPPLIES, TAX	0.00	12.56
09000	15164	02/04/21	1104	ESU 16	01203500500	20320	PD ADVISER MEETING	0.00	125.00
09000	15165	02/04/21	1548	LIUDMILA ARKHIPTCOV	01203500500	20320	PD TECH DEVELOPER	0.00	5,504.00
09000	15166	02/04/21	1007	CDW GOVERNMENT INC.	01203500500	20320	GEERS ORDER	0.00	12,184.10
09000	15166	02/04/21	1007	CDW GOVERNMENT INC.	01203500500	20320	GEERS ORDER	0.00	10,319.80
TOTAL CHECK								0.00	22,503.90
09000	15167	02/04/21	1315	INSIGHT PUBLIC SECT	01203500500	20320	GEERS ORDER	0.00	57,503.04
09000	15168	02/04/21	1062	STAPLES ADVANTAGE	01203500500	20320	GEERS ORDER, STZ-00	0.00	13,685.00
09000	15169	02/18/21	1585	AUBURN PUBLIC SCHOO	01203500500	20320	GEERS REIMBURSEMENT	0.00	51,875.00
09000	15170	02/18/21	1272	GRAND ISLAND PUBLIC	01203500500	20320	GEERS REIMBURSEMENT	0.00	371,957.00
09000	15171	02/18/21	1285	HARVARD PUBLIC SCHO	01203500500	20320	GEERS REIMBURSEMENT	0.00	5,549.70
09000	15172	02/18/21	1093	KIMBALL PUBLIC SCHO	01203500500	20320	GEERS REIMBURSEMENT	0.00	18,250.00
09000	15173	02/18/21	1168	SUTHERLAND PUBLIC S	01203500500	20320	GEERS REIMBURSEMENT	0.00	33,600.00
09000	15174	02/18/21	1158	AXTELL COMMUNITY SC	01203500500	20320	GEERS REIMBURSEMENT	0.00	37,905.00
09000	15175	02/18/21	1586	BANCROFT-ROSALIE CO	01203500500	20320	GEERS REIMBURSEMENT	0.00	16,000.00
09000	15175	02/18/21	1586	BANCROFT-ROSALIE CO	01203500500	20320	GEERS REIMBURSEMENT	0.00	12,000.00
TOTAL CHECK								0.00	28,000.00
09000	15176	02/18/21	1587	NORFOLK CATHOLIC SC	01203500500	20320	GEERS REIMBURSEMENT	0.00	36,800.00
09000	15176	02/18/21	1587	NORFOLK CATHOLIC SC	01203500500	20320	GEERS REIMBURSEMENT	0.00	2,000.00
TOTAL CHECK								0.00	38,800.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:37:33

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
 ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	15177	02/18/21	1584	THE CATHOLIC BISHOP	01203500500	20320	GEERS REIMBURSEMENT	0.00	491,503.00
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580300	20530	COOP DATA CENTER SP	0.00	62.80
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580400	20530	SRS DATA CENTER SPA	0.00	376.80
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580600	20530	IMAT DATA CENTER SP	0.00	100.48
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580620	20530	DEC DATA CENTER SPA	0.00	87.92
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL NETA	0.00	20.00
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202310100	20540	ADMIN ADVERTISING	0.00	501.33
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202800500	20580	PD TRAVEL SAGE/CORW	0.00	396.00
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580400	20650	SRS SOFTWARE, GITHU	0.00	300.00
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580300	20650	COOP SOFTWARE, MAIL	0.00	45.04
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580400	20650	SRS SOFTWARE, ATLAS	0.00	10.00
09000	EFT00146	02/04/21	1039	UNION BANK & TRUST	01202580620	20650	DEC ADOBE STOCK	0.00	29.99
TOTAL CHECK								0.00	1,930.36
09000	EFT00148	02/05/21	1209	CINCINNATI INSURANC	01202610100	20520	ADMN INSURANCE	0.00	959.00
TOTAL CASH ACCOUNT								0.00	1,309,209.47
TOTAL FUND								0.00	1,309,209.47
TOTAL REPORT								0.00	1,309,209.47

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:38:53

ESU COORDINATING COUNCIL
 Purchase Order STATUS REPORT

PAGE NUMBER: 1
 STATMN21
 INFO: ORDERED BY NUMBER

SELECTION CRITERIA: encl'dgr.yr='21'

PURCHASE OR	ORG UNIT	ACCOUNT	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
21000004-01	01203500500	20320		1062 12/03/20	STAPLES ADVANTAGE LENOVO 300E CHROMEBOOK(2N	0.00 0.00	364313.28 364242.78	0.00 70.50
21000007-01	01203500500	20320		1062 01/22/21	STAPLES ADVANTAGE 81MB001US LENOVO 300E C	0.00 0.00	266694.14 470.00	0.00 266224.14
21000007-02	01203500500	20320		1062 01/22/21	STAPLES ADVANTAGE CROSSWDISEDU GOOGLE MAN	0.00 0.00	22254.50 0.00	0.00 22254.50
21000010-01	01203500500	20320		1315 02/11/21	INSIGHT PUBLIC SECTOR IN NX.H8VAA.006 ACER CHROME	0.00 0.00	172778.84 165768.72	0.00 7010.12
21000010-03	01203500500	20320		1315 02/11/21	INSIGHT PUBLIC SECTOR IN CROSSWDISEDU CHROME EDUC	0.00 0.00	20958.52 20143.20	0.00 815.32
21000011-01	01203500500	20320		1252 02/11/21	DELL MARKETING LP 210-AURR DELL LATITUDE 5	0.00 0.00	9350.00 0.00	0.00 9350.00
21000012-01	01203500500	20320		1252 02/11/21	DELL MARKETING LP 210-ASRZ DELL LATITUDE 5	0.00 0.00	21375.00 0.00	0.00 21375.00
21000012-02	01203500500	20320		1252 02/11/21	DELL MARKETING LP A7611038 CHROME EDUCATIO	0.00 0.00	1137.15 0.00	0.00 1137.15
21000013-01	01203500500	20320		1252 02/11/21	DELL MARKETING LP 210-ASRZ DELL LATITUDE 5	0.00 0.00	48450.00 0.00	0.00 48450.00
21000013-02	01203500500	20320		1252 02/11/21	DELL MARKETING LP A7611038 CHROME EDUCATIO	0.00 0.00	2577.54 0.00	0.00 2577.54
21000014-01	01203500500	20320		1252 02/11/21	DELL MARKETING LP 210-AURR DELL LATITUDE 5	0.00 0.00	140250.00 0.00	0.00 140250.00
21000015-02	01203500500	20320		1007 02/12/21	CDW GOVERNMENT INC. 6017321 ACER CHROMEBOOK	0.00 0.00	46177.44 0.00	0.00 46177.44
21000015-04	01203500500	20320		1007 02/12/21	CDW GOVERNMENT INC. 6096206 DELL CHROMEBOOK	0.00 0.00	93740.76 12570.60	0.00 81170.16
21000015-05	01203500500	20320		1007 02/12/21	CDW GOVERNMENT INC. 5927219 HP CHROMEBOOK X3	0.00 0.00	35421.12 0.00	0.00 35421.12
21000015-06	01203500500	20320		1007 02/12/21	CDW GOVERNMENT INC. 6356359 HP SB 11MK G9 MT	0.00 0.00	111340.80 0.00	0.00 111340.80
21000015-07	01203500500	20320		1007 02/12/21	CDW GOVERNMENT INC. CROSSWDISEDU GOOGLE CHRO	0.00 0.00	25789.68 23670.64	0.00 2119.04
TOTAL REPORT						0.00 0.00	1382608.77 586865.94	0.00 795742.83

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:38:23

ESU COORDINATING COUNCIL
 SUMMARY EXPENDITURE COMPARISON REPORT

PAGE NUMBER: 1
 EXPCOM31

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
TOTAL EXPENSE	22,481,952.00	5,100,723.61	17,381,228.39	22.69	4,931,756.00	1,022,828.57	3,908,927.43	20.74
TOTAL GENERAL FUND	22,481,952.00	5,100,723.61	17,381,228.39	22.69	4,931,756.00	1,022,828.57	3,908,927.43	20.74
TOTAL REPORT	22,481,952.00	5,100,723.61	17,381,228.39	22.69	4,931,756.00	1,022,828.57	3,908,927.43	20.74

SUNGARD PENTAMATION, INC.
DATE: 02/26/2021
TIME: 14:57:45

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

PAGE NUMBER: 1
MODULE: mrvnlr

SELECTION CRITERIA: cmropenitem.total_due>0.0

INV DATE	INVOICE NO	CUSTOMER #	CUSTOMER NAME	ORIG INVOICE	INVOICE ADJT	----PAYMENTS	PAYMENT ADJT	-WRITTEN OFF	---TOTAL DUE
06/25/2020	COOP001296	ESU19	EDUCATIONAL SERVIC	356.00	.00	.00	.00	.00	356.00
06/25/2020	COOP001310	RAYMOND	RAYMOND CENTRAL PU	636.00	.00	.00	.00	.00	636.00
06/26/2020	COOP001361	ESU16	EDUCATIONAL SERVIC	595.78	.00	.00	.00	.00	595.78
02/09/2021	COOP001560	BRIDGEPORT	BRIDGEPORT PUBLIC	875.00	.00	.00	.00	.00	875.00
02/09/2021	GRNT000022	ST LEO	ST. PIUS X / ST. L	17,830.40	.00	.00	.00	.00	17,830.40
04/27/2020	PDO0000826	NDE	NEBRASKA DEPT OF E	14,000.00	-2,760.00	.00	.00	.00	11,240.00
09/27/2019	VNDR000003	BHPHOTO	B & H PHOTO VIDEO	53.56	.00	.00	.00	.00	53.56
07/09/2020	VNDR000041	NEARPOD	NEARPOD	47.70	.00	.00	.00	.00	47.70
09/29/2020	VNDR000043	BHPHOTO	B & H PHOTO VIDEO	69.04	.00	.00	.00	.00	69.04
11/03/2020	VNDR000051	HANES	HANESBRANDS INC	130.94	.00	.00	.00	.00	130.94
TOTAL REPORT: 10				34,594.42	-2,760.00	.00	.00	.00	31,834.42

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:38:35

ESU COORDINATING COUNCIL
 SUMMARY REVENUE COMPARISON REPORT

PAGE NUMBER: 1
 REVCOM31

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 6/21

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL REVENUE	22,481,952.00	11,642,648.47	10,839,303.53	51.79	4,931,756.00	1,742,055.08	3,189,700.92	35.32
TOTAL GENERAL FUND	22,481,952.00	11,642,648.47	10,839,303.53	51.79	4,931,756.00	1,742,055.08	3,189,700.92	35.32
TOTAL REPORT	22,481,952.00	11,642,648.47	10,839,303.53	51.79	4,931,756.00	1,742,055.08	3,189,700.92	35.32

EFINANCE - POWERSCHOOL
DATE: 03/16/2021
TIME: 11:38:06

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND
ORG UNIT - 01101510100 - ADMN INTEREST REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11410	INTEREST						
6 /21	02/28/21	19	BANKREC			606.44	RECONCILIATION INTEREST
TOTAL	INTEREST				.00	606.44	.00
TOTAL	ADMN INTEREST REVENUE				.00	606.44	.00

EFINANCE - POWERSCHOOL
DATE: 03/16/2021
TIME: 11:38:06

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951300 - COOP REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
6 /21	02/25/21	19	57			693.00	RECEIVABLE-RC- 022521PQ
TOTAL	INVOICED REVENUE				.00	693.00	.00
TOTAL	COOP REVENUE, ESU/SCHOOL				.00	693.00	.00

EFINANCE - POWERSCHOOL
DATE: 03/16/2021
TIME: 11:38:06

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951560 - PDO CRISIS REVENUE ESU/SC

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
6 /21	02/08/21	19	54			685.00	RECEIVABLE-RC- 020821PQ
TOTAL	INVOICED REVENUE				.00	685.00	.00
TOTAL	PDO CRISIS REVENUE ESU/SC				.00	685.00	.00

EFINANCE - POWERSCHOOL
DATE: 03/16/2021
TIME: 11:38:06

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND
ORG UNIT - 01101960500 - PDO REVENUE, LOCAL GOV

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
14997							
	6 /21		02/11/21 19				
						1,654,617.38	RECEIVABLE-RC- 021021PQ
	6 /21		02/17/21 19			2,282.60	RECEIVABLE-RC- 021721PQ
TOTAL			MOU/CONTRACTS		.00	1,656,899.98	.00
TOTAL			PDO REVENUE, LOCAL GOV		.00	1,656,899.98	.00

EFINANCE - POWERSCHOOL
 DATE: 03/16/2021
 TIME: 11:38:06

ESU COORDINATING COUNCIL
 REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 5
 AUDIT31

SELECTION CRITERIA: transact.yr='21' and transact.period='6'
 ACCOUNTING PERIOD: 6/21

FUND - 01 - GENERAL FUND
 ORG UNIT - 01101990300 - COOP LOCAL SALES REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
12400							ADMIN FEES
6 /21	02/01/21	24				478.62	.00 COOP DUDE SOLUTIONS
6 /21	02/02/21	24				2,112.37	.00 COOP JOURNEY ED ADMIN FEE
6 /21	02/02/21	24				2,047.36	.00 COOP QUILL ADMIN FEE
6 /21	02/04/21	24				6.48	.00 COOP HAND2MIND ADMN FEE
6 /21	02/08/21	24				11,297.57	.00 COOP SYSCO ADMN FEE
6 /21	02/08/21	24				7.05	.00 COOP REALLY GOOD STUFF
6 /21	02/08/21	24				679.89	.00 COOP SCHOLASTIC ADMN FEE
6 /21	02/08/21	24				7,605.00	.00 COOP TREMCO ADMN FEE
6 /21	02/08/21	24				203.04	.00 COOP KONICA MINOLTA
6 /21	02/09/21	24				91.85	.00 COOP PITSCO ADMN FEE
6 /21	02/17/21	24				431.07	.00 COOP SYSCO ADMN FEE
6 /21	02/17/21	19	56			340.05	RECEIVABLE-RC- 021721PQ
6 /21	02/17/21	24				671.66	.00 COOP POWERSCHOOL ADM FEE
6 /21	02/17/21	24				323.04	.00 COOP KYOCERA ADMN FEE
6 /21	02/23/21	24				44.07	.00 COOP HUSQVARNA ADMN FEE
6 /21	02/25/21	19	57			2,511.26	RECEIVABLE-RC- 022521PQ
6 /21	02/25/21	24				14.20	.00 COOP SCHOOL HEALTH ADM FE
TOTAL					.00	28,864.58	.00
TOTAL					.00	28,864.58	.00
TOTAL					.00	1,687,749.00	.00
TOTAL					.00	1,687,749.00	.00

EFINANCE - POWERSCHOOL
 DATE: 04/01/2021
 TIME: 10:28:56

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.yr='21' and transact.period='8'
 ACCOUNTING PERIOD: 7/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	15223	04/08/21	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	55.50
09000	15223	04/08/21	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	992.94
09000	15223	04/08/21	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	75.44
09000	15223	04/08/21	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	8,026.24
09000	15223	04/08/21	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	609.84
09000	15223	04/08/21	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	791.38
09000	15223	04/08/21	1064	ESU 17	01202320100	20270	ADMN EXEC DIR WORK	0.00	48.42
09000	15223	04/08/21	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	4,652.38
09000	15223	04/08/21	1064	ESU 17	01202800100	20220	ADMN STAFF SS/MEDIC	0.00	296.28
09000	15223	04/08/21	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	459.55
09000	15223	04/08/21	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	27.91
09000	15223	04/08/21	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	206.00
09000	15223	04/08/21	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	827.45
09000	15223	04/08/21	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	62.87
09000	15223	04/08/21	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	81.59
09000	15223	04/08/21	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	4.99
09000	15223	04/08/21	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	19,654.36
09000	15223	04/08/21	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,169.57
09000	15223	04/08/21	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	1,941.42
09000	15223	04/08/21	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	117.94
09000	15223	04/08/21	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	15223	04/08/21	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	15223	04/08/21	1064	ESU 17	01202530300	20550	COOP PRINTING/COPIE	0.00	17.50
09000	15223	04/08/21	1064	ESU 17	01202610300	20520	COOP BOND/INSUR	0.00	32.00
09000	15223	04/08/21	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	5,792.13
09000	15223	04/08/21	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	440.09
09000	15223	04/08/21	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	571.10
09000	15223	04/08/21	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	34.94
09000	15223	04/08/21	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	6,000.72
09000	15223	04/08/21	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	393.61
09000	15223	04/08/21	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	592.74
09000	15223	04/08/21	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	36.09
09000	15223	04/08/21	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	9,251.49
09000	15223	04/08/21	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	649.06
09000	15223	04/08/21	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	913.84
09000	15223	04/08/21	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	97.90
09000	15223	04/08/21	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	5.99
09000	15223	04/08/21	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	5,552.05
09000	15223	04/08/21	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	403.67
09000	15223	04/08/21	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	548.42
09000	15223	04/08/21	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	33.28
09000	15223	04/08/21	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	910.19
09000	15223	04/08/21	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	69.16
09000	15223	04/08/21	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	89.74
09000	15223	04/08/21	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	5.49
09000	15223	04/08/21	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	25,520.88
09000	15223	04/08/21	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDICAR	0.00	1,691.29
09000	15223	04/08/21	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	2,520.91
09000	15223	04/08/21	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	151.56
09000	15223	04/08/21	1064	ESU 17	01202580400	20290	SRS TECH WAGE WORKS	0.00	7.00
09000	15223	04/08/21	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	13,531.18
09000	15223	04/08/21	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	852.07

EFINANCE - POWERSCHOOL
 DATE: 04/01/2021
 TIME: 10:28:56

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='8'
 ACCOUNTING PERIOD: 7/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	15223	04/08/21	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	1,336.58
09000	15223	04/08/21	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	81.21
09000	15223	04/08/21	1064	ESU 17	01202800500	20110	PDO STAFF SALARIES	0.00	621.11
09000	15223	04/08/21	1064	ESU 17	01202800500	20220	PDO STAFF SS/MEDICA	0.00	41.77
09000	15223	04/08/21	1064	ESU 17	01202800500	20230	PDO STAFF RETIREMEN	0.00	61.35
09000	15223	04/08/21	1064	ESU 17	01202800500	20270	PDO STAFF WORK COMP	0.00	3.73
09000	15223	04/08/21	1064	ESU 17	01203500570	20110	INNOV SALARIES	0.00	6,905.34
09000	15223	04/08/21	1064	ESU 17	01203500570	20220	INNOV SS/MEDICARE	0.00	528.26
09000	15223	04/08/21	1064	ESU 17	01203500570	20230	INNOV RETIREMENT	0.00	682.10
09000	15223	04/08/21	1064	ESU 17	01203500570	20270	INNOV WORK COMP	0.00	35.57
TOTAL CHECK								0.00	127,807.18
09000	15224	04/08/21	1247	KSB SCHOOL LAW	01202330100	20317	ADMN LEGAL SERVICE	0.00	271.76
09000	15224	04/08/21	1247	KSB SCHOOL LAW	01202330300	20317	COOP LEGAL SERVICE	0.00	271.76
09000	15224	04/08/21	1247	KSB SCHOOL LAW	01202330400	20317	SRS LEGAL SERVICE	0.00	44.24
09000	15224	04/08/21	1247	KSB SCHOOL LAW	01202330600	20317	IMAT LEGAL SERVICE	0.00	22.12
09000	15224	04/08/21	1247	KSB SCHOOL LAW	01202330620	20317	DEC LEGAL SERVICE	0.00	22.12
TOTAL CHECK								0.00	632.00
09000	15225	04/08/21	1599	SEIM JOHNSON LLP	01202510100	20315	ADMN AUDIT INTERIM	0.00	1,591.00
09000	15225	04/08/21	1599	SEIM JOHNSON LLP	01202510300	20315	COOP AUDIT INTERIM	0.00	1,591.00
09000	15225	04/08/21	1599	SEIM JOHNSON LLP	01202510400	20315	SRS AUDIT INTERIM B	0.00	259.00
09000	15225	04/08/21	1599	SEIM JOHNSON LLP	01202510600	20315	IMAT AUDIT INTERIM	0.00	129.50
09000	15225	04/08/21	1599	SEIM JOHNSON LLP	01202510620	20315	DEC AUDIT INTERIM B	0.00	129.50
TOTAL CHECK								0.00	3,700.00
09000	15226	04/08/21	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	6.55
09000	15227	04/08/21	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	13.38
09000	15228	04/08/21	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	6.54
09000	15229	04/08/21	1041	NASB	01202310100	20810	ADMN NASB MEMBERSHI	0.00	400.00
09000	15230	04/08/21	1023	NE DISTANCE LEARNIN	01202580620	20320	DEC NDLA SPONSORSHI	0.00	3,500.00
09000	15231	04/08/21	1390	NRCSA	01202320100	20580	ADMN NRCSA CONF	0.00	490.00
09000	15232	04/08/21	1433	UNIVERSITY OF NE PU	01202250560	20320	CRISIS THREAT TRAIN	0.00	3,000.00
09000	15233	04/08/21	1432	ISKME	01202520600	20320	IMAT ISKME RENEWAL,	0.00	2,000.00
09000	15234	04/08/21	1509	WYEBOT INC	01202250510	20330	NOC TRAINING	0.00	9,975.00
09000	15235	04/08/21	1057	ESU 3	01202610100	20440	ADMN RENT OMAHA	0.00	153.41
09000	15235	04/08/21	1057	ESU 3	01202610300	20440	COOP RENT OMAHA	0.00	50.44
09000	15235	04/08/21	1057	ESU 3	01202610400	20440	SRS RENT OMAHA	0.00	714.50
09000	15235	04/08/21	1057	ESU 3	01202610600	20440	IMAT RENT OMAHA	0.00	64.26
09000	15235	04/08/21	1057	ESU 3	01202610620	20440	DEC RENT OMAHA	0.00	261.20
09000	15235	04/08/21	1057	ESU 3	01202560100	20531	ADMN POSTAGE OMAHA	0.00	22.51
09000	15235	04/08/21	1057	ESU 3	01202530100	20550	ADMN PRINTING/COPIE	0.00	69.18
09000	15235	04/08/21	1057	ESU 3	01202320100	20610	ADMN SUPPLIES, FORM	0.00	36.81

EFINANCE - POWERSCHOOL
 DATE: 04/01/2021
 TIME: 10:28:56

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='8'
 ACCOUNTING PERIOD: 7/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	1,372.31
09000	15236	04/08/21	1067	ESU 10	01202580100	20320	ADMN SIMPL PROGRAMM	0.00	1,912.50
09000	15237	04/08/21	1161	BRIDGEPORT PUBLIC S	01202520300	20900	COOP OVERPAYMENT RE	0.00	875.00
09000	15238	04/08/21	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	97.44
09000	15239	04/08/21	1061	DEB HERICKS	01202800100	20333	ADMN STAFF MILEAGE	0.00	145.04
09000	15239	04/08/21	1061	DEB HERICKS	01202800100	20580	ADMN STAFF TRAVEL/M	0.00	54.33
TOTAL CHECK								0.00	199.37
09000	15240	04/08/21	1076	PRISCILLA QUINTANA	01202800100	20333	ADMN STAFF MILEAGE	0.00	214.48
09000	15241	04/08/21	1101	CRAIG PETERSON	01202800300	20333	COOP STAFF MILEAGE	0.00	36.96
09000	15242	04/08/21	1548	LIUDMILA ARKHIPTCOV	01203500570	20320	INNOV CONTRACT SERV	0.00	6,364.00
09000	15243	04/08/21	1007	CDW GOVERNMENT INC.	01203500500	20320	GEERS DEVICE ORDER	0.00	1,926.40
09000	15243	04/08/21	1007	CDW GOVERNMENT INC.	01203500500	20320	GEERS DEVICE ORDER	0.00	640.00
TOTAL CHECK								0.00	2,566.40
09000	15244	04/08/21	1252	DELL MARKETING LP	01203500500	20320	GEERS DEVICE ORDER	0.00	9,350.00
09000	15245	04/08/21	1062	STAPLES ADVANTAGE	01203500500	20320	GEERS DEVICE ORDER	0.00	70.50
09000	15245	04/08/21	1062	STAPLES ADVANTAGE	01203500500	20320	GEERS DEVICE ORDERS	0.00	266,224.14
09000	15245	04/08/21	1062	STAPLES ADVANTAGE	01203500500	20320	GEERS DEVICE ORDERS	0.00	470.00
TOTAL CHECK								0.00	266,764.64
09000	15246	04/08/21	1231	QUILL	01202520300	20610	COOP OFFICE SUPPLIE	0.00	69.71
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202320100	20610	ADMN OFFICE SUPPLIE	0.00	107.24
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL EXPENSE	0.00	76.26
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580300	20530	COOP DATA CENTER SP	0.00	62.80
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580400	20530	SRS DATA CENTER SPA	0.00	376.80
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580600	20530	IMAT DATA CENTER SP	0.00	100.48
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580620	20530	DEC DATA CENTER SPA	0.00	87.92
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202320100	20610	ADMN OFFICE SUPPLIE	0.00	16.53
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202520620	20610	DEC OFFICE SUPPLIES	0.00	136.38
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202520300	20610	COOP OFFICE SUPPLIE	0.00	339.98
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580620	20320	DEC SHREDIT, CONT S	0.00	266.53
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580400	20650	SRS ATCLASSIN SOFTWA	0.00	10.00
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580400	20650	SRS JETBRAIN SOFTWA	0.00	103.45
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580300	20650	COOP MAILCHIMP SOFT	0.00	45.04
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580400	20650	SRS ATCLASSIN SOFTWA	0.00	10.00
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202520620	20610	DEC SUPPLIES, ADOBE	0.00	29.99
09000	EFT00149	04/08/21	1039	UNION BANK & TRUST	01202580300	20650	COOP SCREENCAST SOF	0.00	18.00
TOTAL CHECK								0.00	1,787.40
TOTAL CASH ACCOUNT								0.00	443,140.86
TOTAL FUND								0.00	443,140.86

EFINANCE - POWERSCHOOL
DATE: 04/01/2021
TIME: 10:28:56

ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='8'
ACCOUNTING PERIOD: 7/21

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL REPORT								0.00	443,140.86

New Name	Information Services	Education Resources	Legal	Executive
	Technology	PDO/Student Services	Legislative (policies)/ COOP	Executive/Finance
	11:30-1:30 PM Central	1:45-2:45 PM Central	3:00-4:00 PM Central	4:15-5:15 PM Central
Bill Heimann, ESU 1 (2)	X			X Secretary
Ted DeTurk, ESU 2 (2)	X Chair	X		
Dan Schnoes, ESU 3 (2)			X	X President Elect
Gregg Robke, ESU 4 (2)	X		X	
Brenda McNiff, ESU 5 (2)	X	X - possible new Chair		
John Skretta, ESU 6 (1)			X Co-Chair	
Larianne Polk, ESU 7 (2)			X	X President
Corey Dahl, ESU 8 (1)	X			
Drew Harris, ESU 9 (1)		X		
Melissa Wheelock, ESU 10 (2)	X Vice Chair		X	
Greg Barnes, ESU 11 (2)		X	X Co-Chair	
Andrew Dick, ESU 13 (1)			X	
Paul Calvert, ESU 15 (2)			X	X Past President
Deb Paulman, ESU 16 (2)	X	X - Possible V.Chair		
Geraldine Erickson, ESU 17 (2)		X		X Treasurer
Sarah Salem, ESU 18 (1)		X		
Connie Wickham, ESU 19 (2)	X	X		
Membership (28)	8	8	8	5

Educational Service Unit Coordinating Council
Information Services Committee Meeting
Wednesday, April 7, 2021, 11:30 AM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Springview Herald
Valentine Midland News
Red Cloud Leader
Ainsworth News
ESUCC webpage
NE Public Meetings

Posted Date: 03/31/21

1. Call to Order

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.

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Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Closed Session:

The council may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meetings Act.

Call to order at 11:30 AM.

Staff: Kraig Lofquist, Deb Hericks, Scott Isaacson, Rhonda Eis, Priscilla Quintana, Andrew Easton

2. Roll call

3. Agenda Item

3.1. Software Innovation Network

A pending amendment to lottery funds allocation (perhaps LB529) proposes to extend the time of the existing Education Innovation Networks by an extra year, to end 6/30/2022. The Software

Innovation Network, while still pursuing specific projects, needs to refocus on the process through which we:

- learn about software needs and priorities of school districts,
- communicate and cultivate communities and systems of support for proposed projects,
- prioritize and select projects to adopt and support,
- form and guide project teams,
- decide to build, buy, and/or integrate software,
- evaluate and refine the performance of the process and individual projects,
- And determine when to end support for a project

A high-level infographic was drafted and is included for discussion. The text of the process is being drafted, will be developed collaboratively with the Software Innovation Network leadership, and with input from related networks, ESUCC affiliates and committees.

3.1.1. Assessment and Diagnostic Tools

This work is paused for a bit to complete more of the process. We remain in touch with others who are looking at these needs and will reconvene in the future.

3.1.2. Single Sign-On Expansion

The main work in this area is with the eduroam project. ESUs 2, 6 and 10 have begun test implementations of the RADIUS authentication services and of the eduroam wireless network in their facilities and some school districts they serve. We are proposing to use \$150,000 of the Software Innovation Network funds to fund the eduroam membership for 2 additional years 2022 and 2023, along with an allowance for hosting and development costs associated with operating the eduroam service statewide. The contract is not yet finalized between the University of Nebraska and Internet2. When it is, we will have an exact cost for the additional years of membership.

3.1.3. Canvas

Including the latest sign-ups, 137 districts are participating in the Canvas consortium. The team plans 4 summer sessions for instructional leaders who will establish the standards and templates for using Canvas in their districts. These dates are being finalized and will be promoted. I will continue meeting with the Canvas leadership team to discuss long-term governance/organization of the Canvas community.

3.1.4. Data Privacy and Security

Part of Trevor Paschall's time will support the work in this area of collecting data from districts and ESUs about the software they use and the contract language in place related to data privacy and security.

3.2. GEER Device Purchasing

Technology Director shared the statistics on the GEERs Devices.

3.3. GEER Broadband

32 requests totalling \$609,446.13 were received for hotspot reimbursement. This amount is within available funding. We are beginning to validate these requests and documentation, will invoice NDE for the amount needed and expect to issue payments during April, 2021.

Technology Director shared update on the Broadband access.

3.4. TLT Special Projects 2021 - High Quality Instructional Materials, Digital Age Pedagogy and Instructional Shifts

Project Title: High Quality Instructional Materials, Digital Age Pedagogy and Instructional Shifts

Description: This proposal is presented in partnership with the Nebraska Department of Education. NDE representatives have requested up to 15K of Title IVA funds to match TLT/SDA Special Project funds to expand on the work begun during the 2019-20 academic year.

The project will focus on enhancing the work being done by the Nebraska Instructional Materials Collaborative, developing units with an emphasis on the new instructional shifts, promoting best practices in Digital Age Pedagogy, and making all resources freely available to all Nebraska educators in OER Common

Executive Director shared an update as this has been put on hold.

3.5. Staff Reports

3.5.1. Scott Isaacson

Andrew Easton, Scott Isaacson and the development team continue to finish the sections of the updated NVIS application and aim for a release of the new system at the end of April.

Technology Director gave report throughout meeting.

3.5.2. Andrew Easton

Coordinator of Digital Learning gave his report for the past month. Continues to work on Future Ready Conference for summer. Discussed Monday Motivation and it's future. Shared other updates on other social media for ESUCC. NVIS website update - continue to work on getting new site ready to launch and add more virtual field trips.

3.5.3. Rhonda Eis

Project Coordinator gave updates on the SORA library and OER. She also shared some statistics on the resources for digital citizenship. The last training with Catlin Tucker on May 24 via Zoom.

4. Next Meeting Agenda Items

5. Adjournment

Meeting adjourned at 12:33 PM.

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}



Educational Service Unit #2
 PO Box 649
 2320 N Colorado Ave
 Fremont, NE 68026
 (402) 721-7710



Nebraska Department of Education
 301 Centennial Mall South
 Lincoln, NE 68508
 (402) 471-4366

Purpose Of This Canvas Commitment Form

The below school district has agreed to participate in the Nebraska Statewide Canvas Initiative offered through the Nebraska Department of Education and Educational Service Unit #2. The purpose of this form is to obtain your district, school, or ESU's commitment and information for billing purposes and contacts. Please complete the following fields and sign at the bottom. If you have any further questions, you can email necanvas@esu2.org or call (402) 721-7710 ext 217.

Please return this form by March 16, 2021.

Canvas Commitment Form For _____ ESU #: _____

Billing Contact **Primary Contact** **Same as Billing Contact**

Name: _____ **Name:** _____

Email: _____ **Email:** _____

Phone: _____ **Phone:** _____

***Total Number of Canvas Users:** _____

**Please list the total number of student and administration users. Users/seats can be added at any time of the year, but you will not be able to decrease the number of users/seats during the duration of the statewide contract.*

Is a Purchase Order required for the purchase or payment of Canvas products? Yes No
 If yes, please enter PO Number: _____

The current Canvas Consortium runs from July 2020 until June 2023. A new contract will be negotiated with Canvas to continue the Consortium beyond 2023. During the Consortium, you have access to 24/7/365 Tier 1 support and NDE covers the implementation costs and subsidizing the seat prices. Billing will be done annually and prior to July 1st. By signing this form, you are agreeing to the applicable terms and conditions of the Consortium.

(NAME OF SCHOOL)

Signature: _____
Name: _____
Title: _____
Date: _____

Please return the completed form to necanvas@esu2.org. Thank you!



Committee Report

PROJECT NAME: Digital Learning, Distance Learning, and Remote Learning

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: March 2021

COMMITTEE REPORT: DIGITAL LEARNING COORDINATOR

Blended Learning Support

- Continued collaboration with Dorann Avey on analyzing the state's District Technology Profile data, the EdTech Hierarchy, and Canvas PD needs.
- Emerging technology and blended learning leaders are taking part in the ISTE+GM AI Explorations cohort group.
- Developing a relationship with Prairie Stem

Collaborations

- Collaborated in planning for the Future Ready Conference
 - Promotional efforts
 - Took part in FR Conference Planning Meetings
 - Emailed potential speakers, specifically classroom teachers
 - Revised the general outline of the conference schedule
- Continued the Monday Motivation live sessions with Jen McNally.
 - 3/1/21 Tammy Schaefer of Cross County Community Schools
 - 3/15/21 Braden Foreman-Black of UNL
- Collaborated with the Saunders Medical Center on the Take Care Nebraska Project.
 - Curated resources for the Take Care Nebraska Project
 - Finalized the Teacher-Facing Site and Student Supports
- Participated in TLT and SDA specific meetings.
- Conversations and feedback regarding the development of a video piece to promote SIMPL.
- Co-created the presentation slide deck for the NRCSA+ESUCC presentation at the NRCSA conference.
- Welcoming Kristen Slechta to some collaborative efforts in support of her administrative hours.
- Collaborated with Stephanie Bernthal (17), Brooke Kavan (7), and Kristen Slechta (9) on developing social media stories as PD
 - Obtained an iPad for posting purposes and learned more about how to post a story across the various social media platforms

- o Created a set schedule to ensure that at least one story goes out each week
- Met virtually on 3/10/21 to discuss the Rule 84 work.
- Email communication with VFT providers statewide.
- Created promotional/communication materials in support of LB529.

NVIS Efforts: Distance Learning and VFT

- Created a Distance Learning Promo Video.
- Virtual Field Trip offerings on NVIS grew to 135 (+10).
- Collaborated in the continued efforts to update the NVIS website revision, specific details and information presented on the VFT page.

Professional Development

- ISTE+GM Artificial Intelligence Explorations Cohort Group.
 - o Completed half of the cohort trainings and assignments along with Ben Hanika, Nick Ziegler, Lori Biesecker, and Criag Hicks.

Professional Development Presentations

- Presented on the NRCSA+ESUCC Remote Learning Sites at the NRCSA conference.
- Presented virtually on the ESUCC resources at the spring NETA conference.
- Collaborated with Dorann Avey and Nick Ziegler on creating a presentation for the NDE Educator Effectiveness Conference (promote the new NVIS site).

Promotional Work

- Created two episodes of The Good Life EDU podcast.
 - o Guests:
 - Jaime Donnaly, *Immersive Learning Using AR/VR*
 - Sydney Kobza, *Career & Technical Education in Nebraska and the reVision Grant*
 - o Episode downloads
 - March: 1,278 (2 episodes)
 - February: 600 (3 episodes)
 - January: 882 (4 episodes)
 - December: 490 (4 episodes)
 - November: 210 (3 episodes)
 - o Broke 5000 total downloads
- Invested in Twitter promotional efforts.
 - o Twitter Followers
 - March (+82)
 - February 855 (+82)
 - January 773 (+83)
 - December 690 (+67)
- Invested in Facebook promotional efforts.

- o Page Likes/Followers.
 - March: 316 (+52)
 - February: 264 (+30)
 - January: 234 (+40)
 - December: 194 (+7)
- o Continued The Friday Love & Learn weekly segment on Facebook Live.
- o Continued the Monday Motivation biweekly segment on Facebook Live.
- Invested in LinkedIn promotional efforts.
 - o Followers
 - March: 12
- Invested in Instagram PD Stories.
 - o Released two stories across all four platforms.

GEER Device Dashboard		
Date Updated:	4/1/2021	
GEER 1 Device Funds Allocated	\$12,000,000	
Eligible Device Requests	Number of Devices	Total Cost of Requests
October, 2020 purchase requests	5794	\$1,766,755
October, 2020 Apple requests	8382	\$3,246,649
October, 2020 reimbursement requests	10910	\$2,921,015
December, 2020 purchase requests	3264	\$945,283
December, 2020 Apple requests	1481	\$634,519
TOTALS	29831	\$9,514,221
Average Cost per device	\$318.94	
Unclaimed Funds		\$2,485,779
Devices Received	7868	86.86%
Total ordered through ESUCC	9058	
Devices back-ordered	1190	13.14%
Reimbursable Requests	20773	\$6,802,183
Reimbursements Paid		\$4,231,466
Reimbursements Pending Approval		\$0
Reimbursements Awaiting Documents		\$2,570,717
GEER Device Exempt School Funds Allocated		\$820,000
Exempt School Devices Requested	3855	\$1,134,855
Exempt School Additional Funds Needed		\$314,855



Committee Report

PROJECT NAME: Digital Learning - Instructional Materials

PROJECT DIRECTOR: Rhonda Eis

REPORT PERIOD: April 2021

ESUCC PD Library – Sora App

- ESUCC Webpages
 - [Getting Started](#)
 - [New Titles](#)
- 253 books in collection - 184 ebooks & 69 audiobooks
- 321 Checkouts - Since startup in Jan. 2019
- 90 day Checkout Report - Usage by 41 unique users
 - 33 - March; 22 - February; 34 - January

Open Education Resources (OER) Project

- [Nebraska OER Hub](#)
 - 1158 members
- **Hub Usage - 2018 - current**

Shared	Saved	Downloaded	Aligned	Authored	Remixed
1,021	1,741	119	942	649	244

TLT Success - Digital Citizenship

- The Nebraska Digital Citizenship Symposium website: bit.ly/NEDIGCIT
 - Over 6,000 visits from January through March by people from all over Nebraska and 14 other states
- Students in grades 7-12 had the opportunity to earn a certificate of completion for three separate units addressing Cyberbullying, Sexting, and Consequences of Negative Behaviors
- Over 1,950 certificates were awarded to students

Upcoming TLT Training

- May 24 - Zoom 9AM-3PM - PowerUp Blended Learning with Catlin Tucker
 - Final installment of the 2 day training
 - July 2020 - Day 1 training & follow up in December 2020

Promotional Work - Marketing

- ESUCC website - Added recents podcast, blogs and upcoming events
 - Email me if you have an event or great works that you want announced or promoted
- NVIS site - created button links for courses

Information Services Committee Meeting
Wednesday, April 7, 2021 11:30 AM
Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Committee Chair

2. Roll call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Software Innovation Network
Scott Isaacson

3.1.1. Assessment and Diagnostic Tools
Technology Director

3.1.2. Single Sign-On Expansion
Technology Director

3.1.3. Canvas
Technology Director

3.1.4. Data Privacy and Security
Technology Director

3.2. GEER Device Purchasing
Technology Director

3.3. GEER Broadband
Technology Director

3.4. TLT Special Projects 2021 - High Quality Instructional Materials, Digital Age Pedagogy
and Instructional Shifts
TLT Representative

3.5. Staff Reports
Committee Chair

3.5.1. Scott Isaacson
Scott Isaacson

3.5.2. Andrew Easton
Andrew Easton

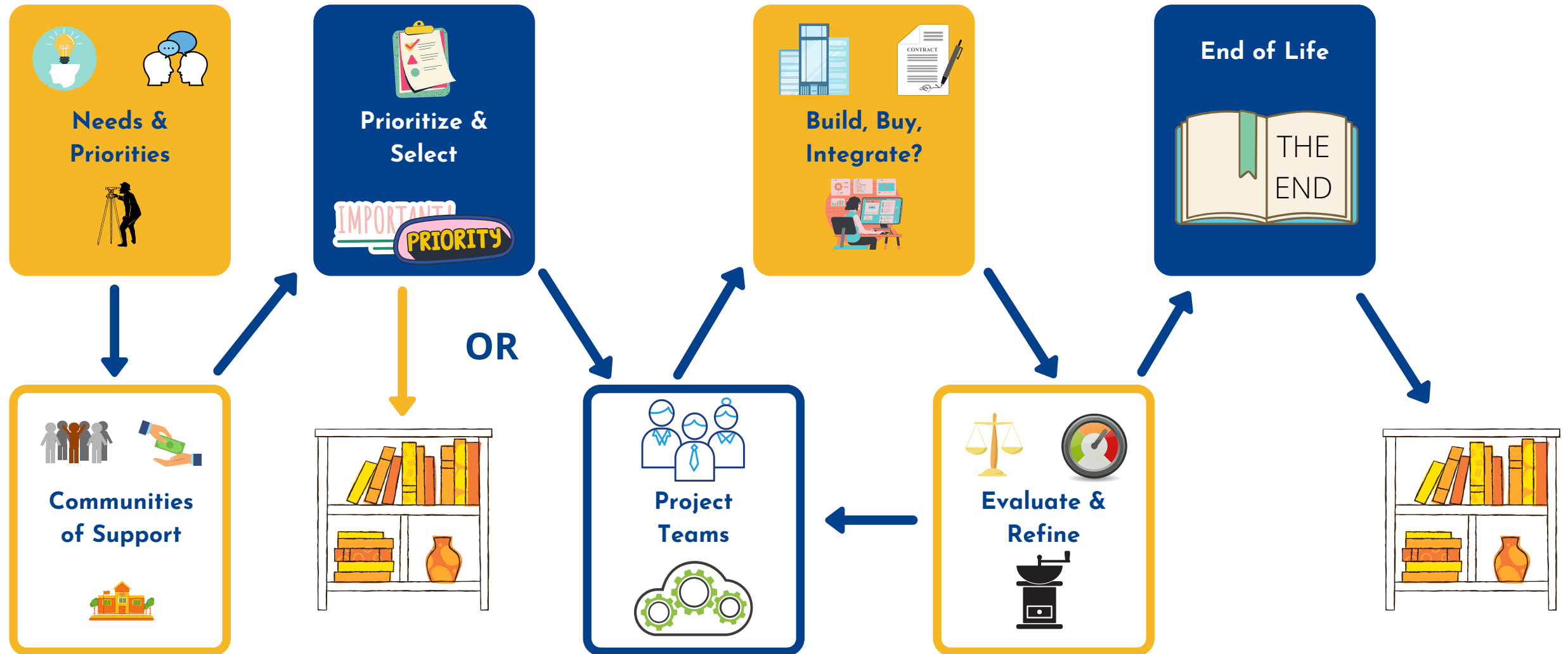
3.5.3. Rhonda Eis
Rhonda Eis

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

SOFTWARE INNOVATION NETWORK PROCESS

DRAFT: April 6, 2021



Software Innovation Network Update

April 7, 2021

A pending amendment to lottery funds allocation (perhaps LB529) proposes to extend the time of the existing Education Innovation Networks by an extra year, to end 6/30/2022.

The Software Innovation Network, while still pursuing specific projects, needs to refocus on the **process** through which we:

- learn about software needs and priorities of school districts,
- communicate and cultivate communities and systems of support for proposed projects,
- prioritize and select projects to adopt and support,
- form and guide project teams,
- decide to build, buy, and/or integrate software,
- evaluate and refine the performance of the process and individual projects,
- And determine when to end support for a project

A high-level infographic was drafted and is included for discussion. The text of the process is being drafted, will be developed collaboratively with the Software Innovation Network leadership, and with input from related networks, ESUCC affiliates and committees.

Assessment, Diagnostic and Data Tools

This work is paused for a bit to complete more of the process. We remain in touch with others who are looking at these needs and will reconvene in the future.

Single Sign-On Expansion

The main work in this area is with the eduroam project. ESUs 2, 6 and 10 have begun test implementations of the RADIUS authentication services and of the eduroam wireless network in their facilities and some school districts they serve.

We are proposing to use \$150,000 of the Software Innovation Network funds to fund the eduroam membership for 2 additional years 2022 and 2023, along with an allowance for hosting and development costs associated with operating the eduroam service statewide. The contract is not yet finalized between the University of Nebraska and Internet2. When it is, we will have an exact cost for the additional years of membership.

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promoted. I will continue meeting with the Canvas leadership team to discuss long-term governance/organization of the Canvas community.

Data Privacy and Security

Part of Trevor Paschall's time will support the work in this area of collecting data from districts and ESUs about the software they use and the contract language in place related to data privacy and security.

Educational Service Unit Coordinating Council
Educational Resources Committee Meeting
Wednesday, April 7, 2021, 1:45 PM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Springview Herald
Valentine Midland News
Red Cloud Leader
Ainsworth News
ESUCC webpage
NE Public Meetings

Posted Date: 03/31/21

1. Call to Order

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Closed Session:

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Call to order at 1:45 PM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Scott Isaacson

2. Roll Call

3. Agenda Item

3.1. Special Populations

3.1.1. NDE Special Education Update

No report given.

3.1.2. ESPD Report

ESU 17 gave a report for ESPD. She shared that a lot of timelines are different this year. Discussion of different funding sources available. Discussion on [TIES Center](#).

3.1.3. Mental Health and Wellness

Mental Health and Wellness Conference is June 7-8, 2021. The conference will be held via Zoom.

3.1.4. SRS Staff Report

SRS report was given. Advisory Board met last month and had great discussion. Need to look at the IEP transition plan, now approved and will be available next month. Working to make ADVISER state report more efficient. Summer will be devoted to 504 plans in SRS.

3.2. PDO (Professional Development Organization)

3.2.1. High Quality Instructional Materials Support (HQ-IM)

Discussed the [HQIM Action Plan](#). This discussion will be part of the Rule 84 meeting tomorrow afternoon. Discussion regarding the BlendEd proposal and getting good BlendEd practices within the HQIM supports.

3.2.2. PDO Meetings

The Rule 84 meeting will be tomorrow and this will help with the PDO agenda in May. Discussion on the three new Rules coming out from NDE. May PDO meeting will be on May 5-6th via Zoom. PD Planning will be meeting on Monday, April 12, 2021. We will have a speaker named Stacy Best. Leadership will be the focus.

3.2.3. NDE Updates

Russ Masco was present to discuss NDE. [April Talking Points](#) was shared for April.

3.2.4. Monthly Talking Points

4. Next Meeting Agenda Items

5. Adjournment

Meeting adjourned at 2:09 PM.

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}

Educational Resources Committee Meeting
Wednesday, April 7, 2021 1:45 PM
Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Special Populations
Committee Chair

3.1.1. NDE Special Education Update
Amy Rhone

3.1.2. ESPD Report
Ruth Miller

3.1.3. Mental Health and Wellness
Committee Chair

3.1.4. SRS Staff Report

3.2. PDO (Professional Development Organization)
Committee Chair

3.2.1. High Quality Instructional Materials Support (HQ-IM)
Committee Chair

3.2.2. PDO Meetings
Committee Chair

3.2.3. NDE Updates
Russ Masco

3.2.4. Monthly Talking Points
Executive Director

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

Educational Service Unit Coordinating Council
Legal Committee Meeting
Wednesday, April 7, 2021, 3:00 PM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Springview Herald
Valentine Midland News
Red Cloud Leader
Ainsworth News
ESUCC webpage
NE Public Meetings

Posted Date: 03/31/21

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Closed Session:

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Meeting called to order at 3:00 PM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Craig Peterson, Colleen Lentz, Scott Isaacson

2. Roll Call

3. Agenda Item

3.1. COOP

3.1.1. Coop Strategic Plan

3.1.2. Coop Contracts

3.1.2.1. Approve Special Buy agreement with Securly

Committee Chair shared Securly contract to be approved.

Approve Special Buy agreement with Securly upon a favorable review by ESUCC appointed Attorney Passed with a motion by Paul Calvert (ESU 15) and a second by Dr. Larianne Polk (ESU 07).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Andrew Dick (ESU 13): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Dr Melissa Wheelock (ESU 10): Yea
Yea: 8, Nay: 0

3.1.2.2. Approve Special Buy agreement with Navigate360

Committee Chair shared Navigate 360 contract to be approved.

Approve Special Buy agreement with Navigate360 upon a favorable review by ESUCC appointed Attorney Passed with a motion by Greg Barnes (ESU 11) and a second by Paul Calvert (ESU 15).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Andrew Dick (ESU 13): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Dr Melissa Wheelock (ESU 10): Yea
Yea: 8, Nay: 0

3.1.2.3. Approve Special Buy agreement with Amazon Business

Committee Chair shared Amazon Business contract to be approved

Approve Special Buy agreement with Amazon Business upon a favorable review by ESUCC appointed Attorney Passed with a motion by Greg Barnes (ESU 11) and a second by Dr Melissa Wheelock (ESU 10).

Greg Barnes (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Dr. Andrew Dick (ESU 13): Yea
Dr. Larianne Polk (ESU 07): Yea
Gregg Robke (ESU 04): Yea
Dr. Dan Schnoes (ESU 03): Yea
Dr. John Skretta (ESU 06): Yea
Dr Melissa Wheelock (ESU 10): Yea

Yea: 8, Nay: 0

3.1.3. Staff Written Reports

3.1.3.1. Peterson Report

3.1.3.1.1. Annual/Paper Buy

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. 04/01/2021 Annual Buy \$1,020,115.29, last year's totals for the same time period was \$1,143,090.69
 - i. Approved - \$566,596.81
 - ii. Pending Approval - \$453,518.48
 - iii. Created - \$35,891.79 (potentially duplicated orders and not counted in total)
 - iv. Canceled - \$7,237.62 (verifying if these were intended cancellations or unintentional)
2. We are Currently running nightly reports heading up to the deadlines for the Annual Buy.
 - a. In the reports we are fixing Account issues such as:
 - i. "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.
 - ii. "user does not exist" Old accounts that have changed their email address field are fixed by also changing their username.

Coop Director gave updates on annual buy and paper buy. Paper Buy sales were down for the year most likely due to COVID. Annual Buy will close Friday.

3.1.3.1.2. Specials Buys

Securly - New Special Buy agreement with Securly that updates products offered, pricing and cleans up all the addendums over the past 3 years

Navigate360 -Special Buy agreement. Navigate360 is a complete connected platform for safety solutions.

Amazon Business - Special Buy agreement

Review of contracts to be approved.

3.1.3.1.3. AEPA

Spring Meeting - April 20th - Virtual

Winter Meeting - November 29th - December 1 - Planning to be in person Houston, Texas

???????**Yearly Reports**

- a. Q4 Sales and Admin fee reports submitted to AEPA organization

- b. 2020 yearly totals will be shared next month as will assessments based on our sales that we pay back to the organization. Calculations for this are:
1. $(\text{Yearly Sales} * .00035) + \$2,500 \text{ Fixed Assessment}$

AEPA Vendor Round Tables are currently being conducted. Winter meeting is planned to be in person for November. Food Bid will close April 13.

3.1.3.2. Colleen Lentz (Data)

COOP staff shared some data collected this past month.

3.2. Legislative Updates

Executive Director shared some legislative updates.

3.2.1. Bromm's Updates

Curt and Jason Bromm were present to share some legislative updates.

3.3. Policies and Procedures

4. Next Meetings Agenda Items

5. Adjournment

Meeting adjourned at 4:15 PM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

Legal Committee Meeting
Wednesday, April 7, 2021 3:00 PM
Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. COOP
Committee Chair

3.1.1. Coop Strategic Plan
Committee Chair

3.1.2. Coop Contracts
Committee Chair

3.1.2.1. Approve Special Buy agreement with Securly
Committee Chair

3.1.2.2. Approve Special Buy agreement with Navigate360
Committee Chair

3.1.2.3. Approve Special Buy agreement with Amazon Business
Committee Chair

3.1.3. Staff Written Reports
Committee Chair

3.1.3.1. Peterson Report
Committee Chair

3.1.3.1.1. Annual/Paper Buy
Committee Chair

3.1.3.1.2. Specials Buys
Committee Chair

3.1.3.1.3. AEPA
Committee Chair

3.1.3.2. Colleen Lentz (Data)

3.2. Legislative Updates
Committee Chair

3.2.1. Bromm's Updates
Curt and Jason Bromm

3.3. Policies and Procedures
Committee Chair

4. Next Meetings Agenda Items
Committee Chair

5. Adjournment
Committee Chair



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and [REDACTED] ("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 244 school districts and more than 325,000 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 [REDACTED], 2021 ("Effective Date") and shall continue until 12:00 midnight (CST) on [REDACTED], 2024, 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 non-defaulting 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: [REDACTED].
- 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: [REDACTED]
[REDACTED]
[REDACTED]

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 cause 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 Goods or Services to be provided to ESUCC and Members

Exhibit B – Payment Terms & Schedule

Exhibit C – Summary of Project Deliverables

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

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

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 (60) 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 (60) 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.

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to:
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name):
Contact email address:
- c. If "No, Alternate method will be determined

3. Invoice Method

- a. Vendor invoices Members direct

4. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name):
Contact email address:
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:

Craig Peterson
308-995-0665
craig.peterson@esucc.org

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
April 8, 2021

1. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid were 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. 2021 ESUCC-Paper-Annual Buy
 - i. Paper Buy closed on March 10. Orders sent to Paper101 in the amount of \$672,037.21 This is down \$184,421.94 from 2020 totals.
2020 - \$856,459.15
2019 - \$957,712.43
2018 - \$866,109.76
2017 - \$790,259.16
2016 - \$925,156.08
 - ii. **Paper Buy Timeline**
 1. April 12- Delivery of Paper begins
 2. June 9- Last Day without late fee
 3. June 10- Late delivery penalty 2%
 - iii. **Annual Buy Timeline**
 1. April 9- Teacher/Staff order deadline
 2. April 14- Order Aggregation by address
 3. April 14-16- Review orders, assign PO's
 4. April 21- Orders released to vendors
 5. May 24- Delivery of items begins
 6. July 23- Last Day without late fee
 7. July 26- Late delivery penalty 2%
 - iv. Annual Buy catalog is open for ordering
 1. 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.
 - a. 04/01/2021 Annual Buy \$1,020,115.29, last year's totals for the same time period was \$1,143,090.69

- i. Approved - \$566,596.81
 - ii. Pending Approval - \$453,518.48
 - iii. Created - \$35,891.79 (potentially duplicated orders and not counted in total)
 - iv. Cancelled - \$7,237.62 (verifying if these were intended cancellations or unintentional)
- 2. We are Currently running nightly reports heading up to the deadlines for the Annual Buy.
 - a. In the reports we are fixing Account issues such as:
 - i. “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.
 - ii. “user does not exist” Old accounts that have changed their email address field are fixed by also changing their username.

2. 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. **Securly** – New Special Buy agreement with Securly that updates products offered, pricing and cleans up all the addendums over the past 3 years.
- c. **Navigate360** -Special Buy agreement. Navigate360 is a complete connected platform for safety solutions.
 - i. A school’s solution for better violence prevention, foundational school safety training and streamlined emergency planning and processes.
 - 1. Behavioral Threat Assessment Case Manger
 - 2. PC Campus: Anonymous Tip Reporting
 - 3. Emergency Management Suite
 - 4. Site Mapping
 - 5. ALICE training: Active Threat Response
 - 6. Comprehensive School Threat Assessment Guidelines Training
 - 7. School Risk Assessment
 - 8. School Security Audit
- d. **Amazon Business** – Special Buy agreement
 - i. [Questions and Meeting notes](#) for Demo on 02/10/2021, attending (Dan Schnoes, John Skretta, Gregg Robke, Colleen Lentz, Priscilla Quintana, Craig Peterson)
 - 1. Current Amazon Business accounts would have the opportunity to merge their accounts into the ESUCC org. Advantage would be a statewide collective buying group with discounts applied as volume increases.

- a. Progressive Discounts, unlock incremental discounts as additional quantities are purchased for a single item
 - 2. 10 Districts in the state are already setup and Amazon is actively pursuing additional
 - 3. Provides a common gated service for schools
 - 4. 98% of K-12 Districts in the U.S. purchase from Amazon
 - 5. Lower Total cost of purchasing (averaging 6-9% discounts)
 - 6. Maintenance, Repair, Operations (MRO) one of the largest categories for Amazon Business
 - ii. I followed up with Steve Williams at KSB Law and he has no legal concerns. The biggest issue may be dealing with Amazon Business Terms and Conditions but they will review and make recommendations for anything that is objectionable.
- e. **Annual Renewals –began to open March 1**
 - i. March 1 – May 15
 - 1. Swank Motion Pictures – Movie Licensing
 - 2. World Book – Updated Encyclopedia, Rule 10
 - 3. Impero – Device management
 - 4. Newsela
 - ii. March 1 – June 1
 - 1. Articulate 360
 - 2. Infobase – LEARN360
 - iii. March 1 – June 15
 - 1. Securly – Internet Filtering
 - iv. March 1 – June 28
 - 1. Adobe VIP – Creative Suite
 - v. Others without a deadline
 - 1. Edgenuity
 - 2. Odysseyware
 - 3. CrisisGo
 - 4. Schoology

3. 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 29 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.
- b. **Spring Meeting** – April 20th – Virtual

2. AEPA Website Committee
 - a. CRM Development
 - b. Generate Assessments for AEPA Membership
3. AEPEA Website & Marketing Committee Chairs – Craig Peterson, Nebraska & Mitchell Lilly, Wisconsin
4. AEPA Reporting Committee Chair – Cinda Holmes Kansas
5. AEPA 021.5-D Bid Committee Mobile & Cellular Connectivity

April 2021

All Program Sales 2020-21

* **2020-21 Q3 & Q4 Sales: \$8,394,024.80** (Jul-Dec 2020)

* **2019-20 Q3 & Q4 Sales: \$6,916,656.25** (Jul-Dec 2018)

↑ \$1,477m from fiscal year 2019-20 (Jul-Dec)

* AEPA up \$407k

* Special Buys up \$482k

* Food Buy up \$200k

* Custodial up \$366k

* Annual Buy Extended Buy up \$22k

↑ \$2,635m from fiscal year 2018-19 (Jul-Dec)



Navigate360

Building safer tomorrows.

Navigate360 is a leading industry provider delivering holistic safety and security solutions to communities across the nation. Navigate360 is comprised of technology experts with extensive experience in software development, customization and project management. Our team has developed several technology platforms designed to support school districts in managing the security of their communities while facilitating safe environments for staff and students to work, learn and thrive.

Navigate360's focus is on the development of innovative and comprehensive software solutions designed for ease of use. Through the deployment of an extremely qualified team, Navigate360 develops and delivers robust and intuitive solutions securing the safety and security of communities. Our team has successfully designed and implemented safety and security software solutions to more than 7,500 school systems, 5,000 law enforcement agencies, 4,000 businesses, and growing.

Navigate360 is exceptionally qualified in professional services and advanced technology with a strong concentration in K-12 education. We specialize in the design, development and implementation of software technologies with attention and focus to School District needs. Utilizing proprietary technologies, consistent and proven methodologies, Navigate360 serves to empower School Districts execute legislatively mandated and best practice emergency protocols and protections.

Navigate360's software technology portfolio consists of the successful development and deployment of Visitor Management System, Emergency Management Suite, Behavioral Threat Assessment Manager (NTAC & CSTAG), CSTAG Blended Learning Workshops by Dr. Dewey Cornell, P3 Campus Anonymous Reporting, Suite360 Social & Emotional Learning, School Safety & Wellness Suite eLearning, Social Sentinel Digital Safety, and Health Screener Tool, an immediate response to the current pandemic designed to assist schools quickly manage the ever emerging requirements and regulations they face.

We are committed to the continuous development and customization of software technology solutions. It is our mission to provide safe learning environments for staff, students, and community members to build confidence and thrive. Navigate360 offers proven technology, education and professional services delivering the latest in preventing and preparing for, responding to and recovering from threats and emergencies.



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Navigate360, LLC** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 [REDACTED], 2021 (“Effective Date”) and shall continue until 12:00 midnight (CST) on [REDACTED], 2024, 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. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without

advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
 - (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
 - (2) Consult with the Cooperative and Members regarding its response;

- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, 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, ESUCC, 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.

9. 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.

10. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members 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.

- 11. 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.
- 12. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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.
- 13. 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.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, 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.
- 15. 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.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is: **46-2392448**

- 17. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. 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: Navigate360, LLC
3900 Kinross Lakes Parkway, Suite 200
Richfield, Ohio 44286

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

- 19. 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, ESUCC, or the Cooperative upon request.
- 20. 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.
- 21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 cause 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.
- 26. 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.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 28. 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.

- 29. 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.

- 30. 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.

- 31. 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.

- 32. 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.

- 33. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables
- Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

COOPERATIVE

By: _____
 Name: Brian Carter
 Title: Chief Revenue Officer
 Date: _____

By: _____
 Name: Kraig Lofquist
 Title: Executive Director
 Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

- **Navigate360's *Scope of Goods* is shown on the following page.**

➤ Behavioral Threat Assessment Manager: National Threat Assessment Center (NTAC)

Navigate360's Behavioral Threat Assessment Manager helps threat assessment teams in schools to break down information silos to reduce bullying, acts of violence and self-harm to improve educational outcomes. As one component of an overall strategy, threat assessment works to create cultures and climates of safety, respect and emotional support. In collaboration with the leading experts in behavioral threat assessment, Navigate360 has developed a simple user interface platform designed to guide and support your threat assessment teams and processes.

ALIGNMENT Your work will align with leading behavior threat assessment processes, ensuring a consistent, proven approach.

STREAMLINED PROCESS Teams can minimize time on task and focus on collecting and analyzing critical information.

COMPREHENSIVE PROCESS Ensure your teams are following the complete process with built-in guidance and an intuitive interface.

COLLABORATION Our solution is designed with teams in mind. Data entry and team collaboration are strongly supported.

SHARING Key to the threat assessment process is the ability to share information with outside agencies, including law enforcement and mental health providers.

REDUCED LIABILITY Implementing a proven, consistent process with detailed documentation, task assignments and secure access mitigates risk.

Our Behavioral Threat Assessment Manager software provides you with a simple user interface that offers a consistent, thorough process for threat assessment, based on the most widely used behavioral threat assessment models.

It walks you through step by step:

1. **SCREEN** Identify whether there is imminent danger and determine the need for a full threat assessment investigation.
2. **GATHER** Obtain and create a record of information from knowledgeable sources including parents, students, teachers, other school staff, etc.
3. **ANALYZE** Understand specific concerns regarding the person, motive, targets, and ability to carry out an act of violence by exploring 11 key themes that may indicate potential for violence.
4. **ASSESS** Use the insights gained from the Analyze step to determine whether the person or situation poses the threat of violence.
5. **MANAGE** Determine the appropriate course of action and response plan for the identified threat.

➤ Behavioral Threat Assessment Manager: Comprehensive School Threat Assessment Guidelines (CSTAG)

Behavioral threat assessment helps to address the problem of targeted violence. As one component of an overall strategy, it works to create cultures and climates of safety, respect and emotional support. Navigate360 works with leading experts to develop a secure, cloud-based platform to guide and support your threat assessment teams and processes.

- Enhance your safe school culture
- Reduce bullying and acts of violence
- Increase student success

Leveraging robust technology enables you and your teams to streamline the assessment process and focus attention on the needs of your students. Designed with teams in mind, the Behavioral Threat Assessment Manager aggregates data, creates tasks, notifies team members, facilitates collaboration and provides case tracking and reporting.

Built-in, expert guidance and integrated training help ensure your teams are following the prescribed process, regardless of experience level. The technology reinforces a consistent, defensible methodology across the district, mitigating risk and building confidence.

Evidence-based Methodology

The Navigate360 Behavioral Threat Assessment Manager is the only threat assessment software that fully incorporates the Comprehensive School Threat Assessment Guidelines (CSTAG). The CSTAG model takes a problem-solving approach to violence prevention with an emphasis on avoiding the errors of overreaction and underreaction to student threats.

The CSTAG Difference

The CSTAG method is shown to improve student outcomes, including:

- Suspension rates decreased
- Racial disparities reduced or absent
- Counseling used more often
- More positive school culture

How it Works

Using Navigate360's interactive software, your threat assessment team can document and assess each case and more effectively implement harm reduction plans for at-risk students. The software allows district officials to track and monitor ongoing cases across multiple schools and easily retain records electronically. Additionally, the software can help schools comply with state regulations that may require the transfer of records across schools. The essential CSTAG process:

1. Evaluate and triage
2. Resolve transient threats
3. Respond to substantive threats
4. Conduct safety evaluation
5. Implement and monitor safety plan

➤ Behavioral Threat Assessment CSTAG Online Learning

Dewey G. Cornell, Ph.D. is the primary developer and copyright holder for the Comprehensive School Threat Assessment Guidelines (CSTAG), a threat assessment model for K-12 schools. CSTAG was previously known as the Virginia Student Threat Assessment Guidelines. Training in the CSTAG model is provided by Dr. Cornell and his associates through School Threat Assessment Consultants, LLC. There are no individuals authorized to provide CSTAG training.

Dr. Cornell now provides online training in the CSTAG model solely in partnership with Navigate360. Training is provided in two parts: Level 1 consists of 8 asynchronous modules completed online through the Navigate360 platform and Level

2 is a live virtual workshop conducted by Dr. Cornell or one of his associates through School Threat Assessment Consultants.

Each step and process section in the CSTAG model within Navigate360's proprietary software solution is accompanied by direct guidance from Dr. Cornell to assist all users as they manage threat assessment cases. This guidance "button" is updated for each user to reflect where the individual users are within the process, ensuring consistent support throughout threat assessment case work.

➤ Emergency Management Suite

Navigate360's Emergency Management Suite is a virtual safety preparedness solution uniquely designed for K-12 schools. With a holistic platform of emergency preparedness tools, Navigate360 empowers schools to develop and execute effective safety programs that prepare staff and students to confidently respond in emergency situations.

SAFETY PLANS Quickly and easily create a comprehensive safety plan compliant with federal and state guidelines for each school with our Safety Plan Wizard.

DRILL MANAGEMENT Schedule, log, post to your website, and track drill progress for each school. Implement real-world scenarios for more effective drills.

VIRTUAL BINDERS Organize and share safety documents from one central location. Eliminate printing costs and improve accuracy

REAL-TIME EMERGENCY RESPONSE FLIPCHARTS Provide staff with quick access to current, step-by-step emergency procedures directly on their smart phone or tablet.

PANIC, ALERTS AND NOTIFICATIONS Initiate emergency alerts and engage through in-app communication throughout emergencies and drills.

STAFF AND STUDENT APP-BASED ROSTERS Empower staff to account for students by name during drills and emergencies — improving speed and accuracy while reducing stress.

INTERACTIVE FLOORPLANS Color code rooms and identify life safety equipment throughout each building. Invaluable tools for dispatchers and first responders.

REUNIFICATION Leverage a role-based approach focused on areas where technology can best assist the reunification process.

Emergency Management Suite - What to Expect

Your experience as a new customer begins with our Onboarding program. Navigate360 assigns a dedicated implementation specialist who works with your team to understand your school safety goals and builds the program around those priorities. Onboarding milestones are established to help ensure everyone stays on track and is successful in the process. Once onboarding is complete, Navigate360 keeps your team informed of new features, updates, your state's latest school safety requirements and other resources.

Meanwhile, there are countless resources available to help, whenever you need it, including:

- How-to guides
- Videos

- Recorded webinars
- Conversations with your customer success representative via chat, email or phone

School safety is a journey, not a destination. Our goal is for your team to leverage all aspects of the software, maximizing your district's emergency preparedness and building their confidence in school safety.

➤ P3 Campus: Anonymous Tip Reporting

Navigate360's P3 Campus: Anonymous Tip Reporting is an anonymous reporting software designed specifically for use in schools to supplement student safety and mental health initiatives. P3 Campus: Anonymous Tip Reporting empowers students to be proactive in the emotional and physical well-being of their peers by providing a tool to anonymously share information directly with the proper authorities, while giving school safety teams the ability to intervene appropriately and effectively.

The Leading Solution for Crime Stoppers Programs Around the World

- Tip management is the single most important element for a Crime Stoppers program, and it is imperative for the product to be feature rich, stable, and well supported.
- P3 Community is the chosen tip management solution for nearly 400 Crime Stoppers programs around the world.
- P3 Community is guaranteed to be the very best product of its type globally and our support has always been second to none.

A Turnkey Solution to Support Local Law Enforcement

- P3 Community is a critical solution enabling Law Enforcement Agencies to take and manage their own tips in-house when the agency does not have the option of utilizing a local Crime Stoppers program.
- Tips may be seamlessly assigned to various personnel/units for investigation and disposition. Includes fully integrated modules for entering and managing all your Wanted Fugitives with unlimited outbound alerts to the public.
- These items can be embedded in the agency's own website via our integrated widget, in the agency's P3 mobile application.

Valuable Intelligence for Government Agencies, Fusion Centers and Military Defense

- P3 Community is the perfect solution for the global tip management needs of all state and federal agencies.
- P3 Community is helping to protect our men and women in uniform by solving and preventing crime throughout the world.

The leading tip acquisition and tip management solution for public safety agencies across the nation:

- Easily manage tips received via phone, web, and mobile app.
- Enjoy full two-way dialog with tipsters. Real-time chat and anonymous push notifications to tipsters.
- Immediate exchange & sharing of tips without the traditional push/pull E-transfer routines.
- Content alerts based on keyword watch-lists along with notices on pre-existing names and addresses.
- New enhanced communications between the programs, call centers and recipients at the tip level.
- All updates to a tip are done to the original tip regardless of the source of additional information.
- All recipients can access, view, and update the status and disposition of tips online.
- Enhanced logging of all transactions at the tip level.
- Comprehensive dashboard view and extensive reporting and graphing capabilities.
- Seamless integration with Raids Online/LexisNexis crime map for receiving tip submissions on mapped crimes.
- Manage Wanted Fugitives for web and mobile display.
- Multi-language capable for global use

➤ Social Sentinel: Social Media & Email Scanning Technology for Schools

Navigate360's Social Media & Email Scanning Technology helps to ensure safety, security, and wellness of school districts entire school community. Powered by unrivaled technology, our products respectfully create awareness of safety-related content related to communities.

Navigate360's Social Media Scanning provides a streamlined way to access and understand those conversations happening across a multitude of social media channels. Our technology tunes out the noise from billions of irrelevant posts, delivering only those that matter most—along with the context to assess them. We established direct integrations with our social media partners wherever possible. Doing so connects you to information that helps you understand your community, allowing you to keep your students safer.

Solution Features:

- We scan public social media posts across relevant platforms, and offer direct integrations into Twitter, Facebook Pages, Instagram, YouTube, and Reddit.
- Social media posts scanned far beyond the geofence through our proprietary association methods.
- Near real-time alerts delivered when potentially threatening content is detected. Meaningful alerts and comprehensive insights are provided through the platform so you can take thoughtful and appropriate action when necessary.
- In-app reports highlight social media alert and discussion activity.
- Aggregated public data delivered as Trending Topics provide insights into the overall school climate.
- Social Sentinel-supported account set up customized to your school district's social media landscape. This includes: adding related social media channels and handles, as well as reviewing keywords and language that align with your district and community.

Discussions Lead to Trending Topics.

Relevant, non-imminent info is classified and delivered to the Discussions queue. Entries here feature content that, when analyzed in aggregate, reflect your district's safety and wellness climate.

Powered by Discussions.

We report out Trending Topics for a sense of what currently resonates within your schools, and could assist in shaping your safety and security initiatives. Using our proprietary clustering algorithm, Trending Topics are updated hourly; giving you an informed climate snapshot of your community.

Protect and Respect Privacy.

Alerts are delivered only when potentially harmful content is matched to you through our automated association methods.

Find the Needle in the Digital Haystack.

Our technology does the heavy lifting—scanning billions of online data points, so you don't have to.

Dedicated Support.

Our team of system experts guide you through the set-up process and provide ongoing support for optimized account performance.

Intuitive, Informative User Experiences

- On-the-go alerts. Receive alerts and the context to assess them on your mobile device in near real-time.

- Dive deeper into the data. Our desktop dashboard gives you details about the combined performance of your subscribed products, and an ability to dive deeply into meaningful context.

Customized Access Management. Configurable user permissions ensure alignment between available information within your account and your team members who need access.

➤ Visitor Management System

Built from the ground up, Navigate360's Visitor Management enables school staff to welcome your community in while seamlessly keeping people of concern out.

- Reduce data entry tasks for front office staff
- Streamline front office processes for staff and parents
- Better response time for concerning situations
- Improve communications within the school and with parents
- Schedule and track excused, late arrivals and early dismissals

Navigate360 Visitor Management calms the chaos around managing visitors in your school. Take the guesswork out of allowing people into your building by giving your team the information they need to control the complexities of the front office, quickly and efficiently.

Evolving Visitor Experience

Reduce the spread of illness with no-contact check-in for all vetted individuals. Open communication between safety systems; enables transparency and captures needed information regarding unwanted visitors. Highly intuitive interface to keep staff focused on visitors and not the technology.

Welcome and Protect

A 1-click process in a modern user interface allows for seamless check-in and check-out process for all permitted visitors. Manage early dismissal and tardiness. Proactively monitor who is in your building and why.

Smart Integrated Technology

Configure the system to conform to your existing policies and integrate with your student information system. Instantly send security alerts and notification of unwanted visitors to staff, students and guardians. Manage and direct resources with critical insights in real time, through integration with Navigate360's Emergency Management Suite and Behavioral Threat Assessment Manager.

Navigate360's Smart Visitor Management Key Features:

- Scan U.S. IDs, Sex Offender Check & Custom Blocklists/Restriction Lists
- Screen for wellness with the Health Screener Tool
- Connect guardians with students for easier check-in and restrictions updates
- Leverage the Alerting and Notification System to inform staff, security and guardians in real time
- Integrate your SIS with Navigate360's school safety platforms
- Built on AWS cloud technology, providing you with stability, security and scalability
- Monitor visitors with a real-time view via the interactive dashboard
- Maximize customer service chat features and dedicated customer success representatives

➤ Suite360 Social Emotional Learning

Navigate360's Suite360 provides a consistent delivery of social-emotional learning as both classroom-based and student-driven experiences aligned with the CASEL framework and competencies that will help your students achieve these positive outcomes.

Suite360 comes with a content library and scaffolded curriculum that responds to the growing list of challenges students face. Content includes videos, interactive games, articles, and other engaging multimedia. All content is tagged by topic, grade, and CASEL competency, so you can find what you need when you need it.

The Suite360 Topic library is updated each year to keep it fresh and engaging and includes lessons on:

- Mental health care
- Self-awareness
- Effective communication skills
- College and career prep
- Bullying and cyberbullying
- And hundreds more lessons on topics critical to your students

Evidence-Based Research

Evidence-based research is important to the development of Suite360 content. CASEL (National Collaborative for Academic, Social, and Emotional Learning) is the trusted source for knowledge about high-quality, evidence-based social and emotional learning (SEL). CASEL's framework for SEL is widely used as the foundation for SEL programs. All Suite360 lessons are CASEL-aligned and meet students where they are with age-appropriate relevant to the issues and concerns students face today. The Suite360 programs supports CASEL's mission to advance implementation of SEL in schools and their extensive research linking SEL to academic achievement and other positive outcomes for students.

When a Suite360 lesson module is created, the content's foundation is rooted in at least one of the five CASEL competencies. Navigate360's Suite360 Themes are developed over 36 themes, cataloged and tabulated by grade level.

Suite360:Student comes with a content library and scaffolded curriculum that responds to the growing list of challenges students face. Content includes videos, interactive games, articles, and other engaging multimedia. All content is tagged by topic, grade, and CASEL competency, so you can find what you need when you need it. The Suite360:Student Topic library is updated each year to keep it fresh and engaging for students and includes lessons on:

Professional Development

Professional development for this program is provided by Navigate360, the publisher of the Suite360 Student program.

Professional development includes:

- Strategy session with district staff
- Strategy/implementation guidance training for School Staff
- Implementation training for classroom teachers
- Self Help videos and articles in the client help desk
- Access to the *Mindful Monday* newsletter, published weekly, to provide additional information to teachers and administrators on key SEL concepts, ideas, and resources.

Suite360:Staff

Suite360 Staff lessons provide information to school staff about key SEL topics and steps they can take throughout the school day to support students. Additionally, a series of Suite360 Staff lessons align directly with the Suite360 Student program. These Student-aligned Staff lessons provide teachers with information about how to teach and reinforce concepts with students prior to leading a lesson on these topics. For example, a teacher may participate in a lesson on teaching students about bullying the week prior to students receiving a Suite360 lesson about bullying. These Staff lessons also include key information about the lesson students will receive so they can better prepare for that upcoming lesson. Teachers are encouraged to participate in open-ended reflection questions to further guide and plan for their professional development.

Suite360: Parent

Suite360:Parent lessons align with Suite360:Student. Suite360:Parent delivers web/mobile lessons to parents to equip them to have smart conversations with their kids about behavior and social & emotional learning. Privacy and convenience are key, and so is a constant flow of information to parents. The days of posting the student/parent PDF handbook on the school's website are over. Today, feeding web and mobile "lessons" to parents is a far more effective way to engage them.

Suite360: Mental Health & Prevention

Suite360: Mental Health & Prevention consists of seven 50 minute lessons per grade (grades 6-12) and 20-30 minute lessons per grade (K-5). Each set of lessons is developmentally appropriate for the grade it is directed to. These lessons are structured to be completed in a single sitting. The following demonstrates topics included in Suite360:Mental Health & Prevention. Each topic is scaffolded by grade level.

Suite360: Intervention

Schools and districts across the country are moving away from out-of-school suspensions and toward more constructive disciplinary practices. Suite360:Intervention turns discipline into a learning opportunity by providing students with lessons based on their infraction.

Suite360:Intervention provides students with learning opportunities for common infractions.

- Drugs and alcohol
- Lateness and absences
- Vaping
- Marijuana
- Intolerance of others
- (dozens of conduct issues...)

Each lesson provides students with the opportunity to learn the impact of their actions and help decide how to make things right with the victim and any others affected. "Students who participate in [the Restorative Practices] process are more likely to gain positive attitudes toward authority and to the concepts of fairness and justice (National Center Brief, 2009, p. 5-6)."

➤ School Safety & Wellness Suite

The Navigate360 School Safety and Wellness Suite gives your team access to a holistic and evolving library of robust content designed to maximize their safety on all levels. As the leader in active shooter response training, you can be certain that our content and methodologies are of the highest caliber. On Demand eLearning courses offer unlimited accessibility, giving staff the flexibility to learn when it's most convenient for them, leaving more time to focus on students. Additionally,

the eLearning programs incorporate significant levels of engagement and are built on educational standards to maximize comprehension and retention. Amid uncertainty and risk in a society that often reverts to violence, you must prepare your staff in every way possible. The School Safety and Wellness Suite focuses your staff on understanding what it takes to be a safer individual at work, home and in the community.

Navigate360 Safety & Wellness Suite

- Addiction: Opioids and Addiction Awareness
- ALICE Active Shooter Response Training
- Suicide Awareness and Prevention
- Trauma Recovery Response Planning
- Understanding Bullying
- Behavioral Threat Assessment Training
- Digital Civility
- Harassment and Stalking
- Reunification

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

- **Navigate360's Pricing is shown on the following page.**

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 thirty (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, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, 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 (60) 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, ESUCC, Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.



All Items offered by Navigate360, NaviGate Prepared, P3, Social Sentinel, Evolution Labs - CONFIDENTIAL

Subscription Products and Manuals	Product #	Description	Units description - (each, dozen, hour, day, etc)	MSRP	% Discount	NE ESU CC Price
Emergency Management Suite Subscription-per Student	5000	Emergency Management Suite Platform subscription with full unlimited access to all users	Cost Per Student Enrollment	\$3.00	5.00%	\$2.85
Behavioral Threat Assessment Manager Subscription- NTAC Per Student	3875	Threat Assessment Platform using NTAC methodology with full unlimited access to all users.	Cost Per Student Enrollment	\$2.00	5.00%	\$1.90
Behavioral Threat Assessment Manager Subscription- CSTAG Per Student	6002	Threat Assessment Platform using CSTAG methodology with full unlimited access to all users.	Cost Per Student Enrollment	\$2.00	5.00%	\$1.90
P3 Campus - District	7005	Access to the P3 Campus platform for anonymous tip reporting across the school district.	Cost Based on Student Enrollment Band 1 - 1,000,000+ Enrollment	\$3,500-\$100,000	5.00%	\$3,325-\$95,000
Social Media Scanning	7004	Access to digital scanning of social media including Twitter, Youtube, Facebook, Instagram and Reddit for content that is threatening to others or harmful to the organization and its members.	Cost Based on Student Enrollment Band 1-25,000+	\$2,500-\$30,000	5.00%	\$2,375-\$28,500
Signals Social & Email Scanning Bundle	7003	Access to digital scanning of social media (including Twitter, Youtube, Facebook, Instagram and Reddit) and email (including integration with Gsuite - Gmail, Google Hangouts, Google Drive, or integration with Microsoft email) for content that is threatening to others or harmful to the organization and its members.	Cost Based on Student Enrollment Band 1-25,000+	\$2,500-\$37,500	5.00%	\$2,375-\$35,625
Suite360 Student	1007-1000-1005-1000	Social Emotional Learning (SEL) and character education curriculum for students	Cost Per Student Enrollment	\$2.75	5.00%	\$2.61
Suite360 Staff	1007-1000-1005-1001	Staff training and PD program for understanding character ed, diversity, inclusion, mental health and SEL	Cost Per School	\$2,000.00	5.00%	\$1,900.00
Suite360 Intervention	1007-1000-1005-1003	Tier 2/3 behavioral intervention and restorative justice program for students	Cost Per School	\$2,750.00	5.00%	\$2,612.50
Suite360 Parent	1007-1000-1005-1002	Parent companion content for Suite360 Student	Cost Per Student Enrollment	\$2.00	5.00%	\$1.90
Suite360 Mental Health & Prevention	1007-1000-1005-1004	Mental health, child trafficking and substance abuse prevention curriculum for students.	Cost Per Student Enrollment	\$2.50	5.00%	\$2.38
Visitor Management	1000-1000-1004-0000	Access to the Visitor Management platform.	Cost Per Student Enrollment	\$1.50	5.00%	\$1.42
School Safety & Wellness Suite eLearning	1000-1000- 1000-1004	Access to all courses included within the School Safety and Wellness Suite.	Cost Per Student Enrollment	\$3.50	5.00%	\$3.33
CSTAG Manuals	1000-1001-1001-5002	Comprehensive School Threat Assessment Guidelines Manual for Threat Assessment Team members.	Cost per Manual	\$50.00	5.00%	\$47.50
Professional Services	Description	Units description - (each, dozen, hour, day, etc)	MSRP	% Discount	NE ESU CC Price	
Site Mapping - Ancillary Building Per Building	Ancillary Building Onsite Service - Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Site Mapping - Elementary School Per Building	Elementary/Intermediate/Primary School Onsite Service - Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Site Mapping - Middle School Per Building	Middle School/Jr. High Onsite Service Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Site Mapping - High School Per Building	High School Onsite Service - Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Implementation Fee Emergency Management Suite Per Student	Setup and Training for the Emergency Management Suite	Cost Per Student Enrollment One Time Fee	\$0.25	0.00%	\$0.25	
Implementation Fee Behavioral Threat Assessment Manager Per Student	Setup and Training for the Behavioral Threat Assessment Manager	Cost Per Student Enrollment One Time Fee	\$0.25	0.00%	\$0.25	
CSTAG Level 1 eLearning	eLearning course for Threat Assessment Team members to apply the CSTAG methodology.	Cost per Participant Bands 1-76+ One Time Fee	\$85-\$130	0.00%	\$85-\$130	
CSTAG Level 2 Live Virtual Training	Approximately 4 hours of Live Virtual Training for Threat Assessment Team members to apply the CSTAG methodology.	Per Workshop for up to 100 Participants - One Time Fee	\$ 2,500.00	0.00%	\$ 2,500.00	
BTA- NTAC Team Training	Approximately 3-4 hours of training for new or existing Threat Assessment Teams on Behavioral Threat Assessment using the NTAC methodology. Includes tabletop exercises with previous case examples.	Per Workshop for up to 100 Participants - One Time Fee	\$ 4,500.00	0.00%	\$ 4,500.00	
P3-Implementation Fee Anonymous tips reporting	Setup and training for the P3 anonymous tip reporting platform.	One Time Fee	\$ 500.00	0.00%	\$ 500.00	
Suite360 Service and Support	Service and support for any Suite360 program	Per School, Per Year	\$ 500.00	0.00%	\$ 500.00	
Onboarding and Implementation-CSTAG eLearning	Onboarding and implementation of CSTAG Training.	One Time Fee	\$ 500.00	0.00%	\$ 500.00	
Assessment/Audit: (Risk, Security, and/or Vulnerability)	Std Statement of Work based on location(s) to be assessed/audited	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Implementation Fee Visitor Management Per Student	Virtual setup and training for the Visitor Management platform.	Cost Per Student Enrollment One Time Fee	\$ 0.25	0.00%	\$ 0.25	

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: _____
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Bob Kraft
- b. Title: Education Industry Specialist, Regional
- c. Phone: 330.661.0611
- d. Email: bkraft@navigate360.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Accounts Payable
Contact email address: ap@navigate360.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:
Craig Peterson
308-995-0665
craig.peterson@esucc.org

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

- **Navigate360's *Master Service Agreement and Software Services* is found on the following page.**

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), dated as of ____ (the “**Effective Date**”), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the “**Company**”) and Customer, whose detailed information is set forth on the applicable Order Form (the “**Customer**”).

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at [\[definitions link\]](#).
2. Services. Company shall provide the Services to Customer pursuant to the Addenda that are marked with an “X” below, and as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

_____ Addendum A: Software Services

_____ Addendum B: Training

The Addenda set forth specific terms and conditions applicable to the Services. Only Addenda marked with an “X” shall be provided with this Agreement. Additional Services may be purchased after the Effective Date subject to execution of additional Addendum.

3. Company's Obligations.
 - 3.1 Company shall:
 - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.
 - 4.1 Customer shall:
 - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the “**Customer Contract Manager**”);
 - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, accurate maps, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services.
 - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
 - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations

under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Term and Termination.

5.1 Term and Renewal. The initial term of this Agreement shall be 3 years from the Effective Date (the “**Initial Term**”). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to a 3% annual increase.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a “**Customer Indemnitee**”) from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and
- (b) Company’s material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer’s receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

- (a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;
- (b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;
- (c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or
- (d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 Customer shall defend, indemnify, and hold harmless Company and Company’s Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;
- (b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and
- (c) Customer’s breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party’s failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party’s:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS,

CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date

mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in the State of Ohio. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.12 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

SOFTWARE SERVICES ADDENDUM

1. Integration. This Software Services Addendum (“**Addendum A**”) attached to that certain Master Services Agreement between the parties (the “**MSA**”) constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum A are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum A expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum A and its attachments are set forth at [\[definitions link\]](#).

3. Access and Use.

3.1 Provision of Access. Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6 of the MSA) right to access and use the Platform during the Subscription Term, solely for use by Authorized Service Recipients in accordance with the terms and conditions set forth in this Addendum. Such use is limited to Customer's internal use. The total number of Authorized Service Recipients and buildings covered (if applicable) set forth in the applicable Order Form cannot be decreased during the Subscription Term, and the total number of Authorized Service Recipients and buildings for which the Platform is used (if applicable) will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and, if increased, subject to any appropriate adjustment of the fees payable in connection therewith. If any amount owing by Customer under this or any other agreement for the Services is 30 days or more overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company's use of the Platform until such amounts are paid in full.

3.2 Access and Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Addendum. Customer may not access or use the Platform if Customer is Company's direct competitor, except with Company's prior written consent. In addition, Customer may not access or use the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Service Recipients to: (i) copy, frame, mirror, modify, or create derivative works of the Platform or Pre-Existing Materials, in whole or in part, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (ii) rent, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Pre-Existing Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Platform or Deliverables. Customer shall not disclose the results of any benchmark tests run on the Platform, without the prior written approval of Company.

3.3 Passwords. Customer and its Authorized Service Recipients are responsible for keeping its passwords and access credentials associated with the Platform confidential and assumes all responsibility for doing the same. Neither Customer nor any Authorized Service Recipients shall sell or transfer them to any other person or entity. Customer will promptly notify Company about any unauthorized access to its passwords or access credentials. Company acknowledges that Company must have access to Customer's systems and any and all systems and resources to perform its duties. As such, Company must have access to Customer's passwords. If a password is lost or not available, Company will not be held liable for being unable to provide the Platform or the Services.

3.4 Suspension. Company may suspend or terminate Customer's right to access or use any portion or all of the Platform, or its Services, immediately upon notice if: (i) Customer's use of the Platform (a) poses a security risk to the Platform or any third party, (b) could adversely impact Company systems, the Platform, or the systems or data of any other Company customer or third party, (c) could subject Company, its Affiliates, or any third party to liability, or (d) could be fraudulent, illegal, or contrary to Company's documentation or instructions; or (ii) Customer is in breach of this Addendum. If Company suspends Customer's right to access or use any portion of the Platform, Customer remains responsible for all fees and charges Customer incurs during the period of suspension.

4. Service Levels and Support. The Platform shall be available according to the service levels set out at [\[www.servicelevel.com\]](#)

5. Platform Availability. Company shall use commercially reasonable efforts to keep the Platform operating smoothly and efficiently and to make the Platform available 24 hours a day, 7 days a week, except for: (i) Scheduled Downtime, of which Company shall give notice via the Platform and which Company shall schedule to the extent practicable during the weekend hours (i.e., from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday) or such other days and times so as to minimize interference with Customer's daytime business activities; or (ii) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, Force Majeure Events, strikes or other labor problems (other than those involving Company's employees), or internet service provider failures or delays. Customer acknowledges and agrees that, given that the Platform operates using computer equipment, computer software programs, telecommunications services, and the internet, Company shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control. Company will maintain adequate backup arrangements and equipment in order to maintain Customer's data stored on or through the Platform in the event of the failure of any of Company's equipment.

6. Platform Downtime. If Customer opts out or otherwise objects in writing to Company prior to commencement of a Scheduled Downtime, Company shall not be liable for the failure to obtain any such updates or other maintenance or adjustments to the Platform. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies to the extent that such

delays or deficiencies are caused by Customer's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

7. Maintenance Releases. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Deliverables) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Company to Customer are deemed part of the Platform. Customer agrees that Company has no obligation to continue to provide or enable any particular features or functionality. Customer does not have any right hereunder to receive any New Versions of the Platform that Company may, in its sole discretion, release from time to time. Company may license any New Version at Company's then-current list price and subject to a separate Order Form, provided that Customer is in compliance with the terms and conditions of this Addendum.

8. Platform Suggestions and Improvements. If Customer provides any suggestions to Company or its Affiliates, Company will be entitled to use the suggestions without restriction. Customer hereby irrevocably assigns to Company all right, title, and interest in and to the suggestions and agrees to provide assistance in documenting, perfecting, and maintaining Company's rights in the suggestions.

9. Use of Data. Customer hereby grants Company a perpetual, royalty-free license to use all data and analytics related to the Platform, and Customer's use thereof, for purposes of using the data to improve the Platform and the product offerings of Company, and for other purposes, including, without limitation, other business applications by Company, all of which rights shall survive the expiration of the term or termination, and shall be without any payment from Company.

10. Student and Staff Records. Company acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "**Records**"). The Records are the sole property of Customer. Company shall maintain the confidentiality of the Records. Company shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. Company may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure. Customer is solely responsible for obtaining all rights, permissions, and consents from its users and other personnel that are necessary to grant the rights under this Addendum.

11. Company's Responsibilities.

11.1 Company shall provide the Platform in accordance with applicable laws and government regulations.

11.2 Company will employ reasonable safeguards to protect the security of the Platform.

12. Customer's Responsibilities.

12.1 Customer shall pay the subscription fees set forth in the applicable Order Form, on payment terms set in the MSA.

12.2 Customer is responsible and liable for all uses of the Platform and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Service Recipients, and any act or omission by an Authorized Service Recipients that would constitute a breach of this Addendum if taken by Customer will be deemed a breach of this Addendum by Customer. Customer shall use reasonable efforts to make all Authorized Service Recipients aware of this Addendum A's provisions as applicable to such Authorized Service Recipients' use of the Platform and shall cause Authorized Service Recipients to comply with such provisions.

12.3 Customer shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of Customer Materials and of the means by which Customer acquired its Customer Materials; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Company promptly of any such unauthorized access or use; and (iii) use the Platform only in accordance with Company's guidelines, including those set forth in the Platform Terms of Use available through the Platform, as may be amended from time to time, and applicable laws and government regulations.

12.4 Customer shall not: (i) make the Platform available to anyone other than Authorized Service Recipients; (ii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Platform to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

12.5 If Customer is in material breach of any obligations, in addition to any of its other rights or remedies, Company reserves the right to immediately suspend Customer's use of the Platform without liability to Customer, until such breach is cured.

12.6 Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Platform. Company will promptly return to Customer or securely dispose of all Customer Materials in its possession. Customer shall pay Company's then-current standard rates for Company's work to destroy or to format, prepare, and deliver Customer Materials to Customer.

13. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to

Customer other than as expressly set forth herein. Customer acknowledges that the Platform is made available pursuant to license in accordance with the terms of this Addendum A and neither the Platform nor any Platform services constitute Deliverables under the MSA.

14. Warranties and Warranty Disclaimer.

14.1 Company warrants that (i) Platform will perform materially in accordance with documentation made available to Customer and (ii) the functionality of Platform will not be materially decreased during a Subscription Term.

14.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.1, THE PLATFORM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

14.3 Each party represents and warrants that it will not transmit to the other party any Malicious Code.

14.4 Customer warrants that it and its agents, and any person acting for the benefit of Customer or on its behalf or with its authorization, will in all respects comply with all applicable laws and regulations and refrain from violating the rights or infringing the interests (or attempting to do so) of any third parties in connection with the use of the Platform, including without limitation in the selection, gathering, creation, modification, uploading onto the Platform, maintenance, preservation, retrieval, dissemination, other utilization, and (for Customer, only) granting access of and to the Uploaded Content stored in Customer's Platform area. Customer affirms that it has, and at all times will have, all necessary rights, licenses, consents, and permissions (without the need for any additional approval, waivers, or releases, or payment to another person or entity) to submit, store, develop, use, disseminate, and grant access to all of the Uploaded Content with regard to any restraints that otherwise might be imposed by law or contract protecting copyrights, patents, trademarks, trade secrets, trade names, or privacy, publicity, or confidentiality (including statutory and contractual restrictions on disclosure and appropriation), and/or for any other intellectual property rights or rights or interests arising in connection with proprietary information.



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Securly Inc. ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 **July 1, 2021** ("Effective Date") and shall continue until 12:00 midnight (CST) on **June 30 2024**, 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. Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
 - H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
 - I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
 - (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
 - (2) Consult with the Cooperative and Members regarding its response;
 - (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
 - (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, 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, ESUCC, 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.

9. 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.

10. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members 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.

11. 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.

12. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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.

- 13. 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.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, 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.
- 15. 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.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is: 46-0789922
- 17. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. 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: Securly
Dept LA 24957 Pasadena, CA 91185

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

- 19. 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, ESUCC, or the Cooperative upon request.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 cause 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.

- 26. 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.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members

- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables
- Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

DocuSigned by:
By: Scott Cohen
Name: Scott Cohen
Title: SVP of Finance
Date: 4/1/2021

COOPERATIVE

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

Securly Anywhere Filter- Cloud Based Web Filter/Student Safety Solution

Securly 24- Real time monitoring of Social Media Flagged activity

Auditor-Email inspection and Docs and Drive Scanning for Google Drive and One Drive

Tipline- Anonymous Tipline for any student safety related alerting

Classroom- Classroom Management for Chromebooks and windows devices

MDM- Mobile Device Management for any iOSm macOS, or tvOS devices

360 Cloud- All of the above offerings

Safety Cloud- Filter, Auditor, and Tipline

Safety Cloud +24- Filter, Auditor, Securly 24, and Tipline

One to One- Filter, Classroom, and MDM

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

See attached pages

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 thirty (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, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, 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 (60) 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, ESUCC, Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: angelica@securly.com, joe.figueroa@securly.com, byron@securly.com, nicole@securly.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Joe Figueroa
- b. Title: Regional Sales Manager
- c. Phone: 972-971-9917
- d. Email: joe.figueroa@securly.com

4. Invoice Method

- a. Vendor invoices ESUCC

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Joe Figueroa
Contact email address: joe.figueroa@securly.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:

Craig Peterson
308-995-0665
craig.peterson@esucc.org

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

part number	name	base price
ESUCC-SECURLY-1YR	Filter by Securly - 1 year	\$1.75
ESUCC-SECURLY-1YR-TIPLINE	Tipline: 1 year 1-499 Licenses	\$2.35
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 500-999 Licenses	\$2.00
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 1000-2499 Licenses	\$1.80
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 2500-4999 Licenses	\$1.50
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 5000-9999 Licenses	\$1.25
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 10000-19999 Licenses	\$1.00
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 20000 - 39999 Licenses	\$0.75
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 40000 or More Licenses	\$0.50
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor: 1 year 1-499 Licenses	\$2.35
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 500-999 Licenses	\$2.00
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 1000-2499 Licenses	\$1.80
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 2500-4999 Licenses	\$1.50
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 5000-9999 Licenses	\$1.25
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 10000-19999 Licenses	\$1.00
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 20000 - 39999 Licenses	\$0.75
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 40000 or More Licenses	\$0.50
ESUCC-SECURLY-1YR-Securly24	24 by Securly: 1 year 1-499 Licenses	\$3.50
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 500-999 Licenses	\$3.13
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 1000-2499 Licenses	\$2.75
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 2500-4999 Licenses	\$2.25
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 5000-9999 Licenses	\$1.88
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 10000-19999 Licenses	\$1.63
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 20000 - 39999 Licenses	\$1.38
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 40000 or More Licenses	\$1.13
ESUCC-SECURLY-1YR-SecurlyChrometools	Classroom/ChromeTools by Securly - 1 year	\$3.50
ESUCC-SECURLY-1YR-MDM	School MDM by Securly - 1 year	\$4.00
ESUCC-SECURLY-1YR-360CLOUD	Securly 360 Cloud - All Securly Products Bundled - 1 year	\$7.30
ESUCC-SECURLY-1YR-SAFETYCLOUD24	Securly Safety Cloud with 24 - Bundle - 1 Year	\$5.08
ESUCC-SECURLY-1YR-SAFETYCLOUD	Securly Safety Cloud - Bundle - 1 Year	\$4.32
ESUCC-SECURLY-1YR-1-1CLOUD	Securly One-to-One Cloud - Bundle - 1 Year	\$4.70

SECURLY INC.

Terms and Conditions of Service

This agreement applies to the order form to which these Terms and Conditions of Service are attached (collectively, the "Agreement"). This Agreement is made by and between Securly, Inc. ("Company"), a Delaware corporation with offices at 111 North Market Street, 4th Floor, Suite 400, San Jose, CA 95113, and its customer listed on the order ("Customer"). The effective date of the Agreement is referred to herein as the "Effective Date."

1. Services. Company will provide to Customer the cloud-based software products and services identified in the purchase order (the "Order") that incorporates these terms and conditions (collectively, the "Services" and, each, a "Service"). If there is a conflict or ambiguity between any term of this Agreement and the Order, the terms of the Order shall control. The Services may include, without limitation, Company's cloud-based web filtering, online activity monitoring for cyberbullying, auditing software, mobile device management software, tablet, and other computer asset location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, students and parents/guardians ("Users").

2. Security. Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in Section 4 below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event of a breach or suspected breach of any privacy or security measures described herein that has become known to Company, Company will immediately notify Customer thereof, and use its commercially reasonable efforts to remedy such breach.

3. Support Services. Company shall provide Customer with support services as specified in the Order (the "Support Services").

4. Ownership.

(a) **Ownership of the Service; Intellectual Property.** Company shall retain all title to and ownership of and all proprietary rights with respect to the Services (including all software used to provide the Services and all portions thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of such software or any portion thereof. Company's name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them. Company hereby grants Customer, solely during the term of this Agreement, a limited, royalty-free, revocable license to use install and the Company provided software (which may include certificates and pack files) solely on Customer's machines and devices and only as necessary or appropriate to receive the Services (the "Client Software").

(b) **Ownership of User Data.** The Services may allow Customer to track and gather a range of data and information regarding its Users ("User Data"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below).

(c) **Data Use.** To the extent Company receives any personal information (as such term or any analogous term may be as defined under applicable law) from or on behalf of Customer in connection with Company's provision of Services to Customer under the Agreement ("Customer personal information"), Company will only use, retain, disclose and otherwise process such Customer personal information for the purpose of providing the Services or in order to comply with the law. Company may disclose Customer personal information to its service providers as necessary for Company to provide the services to Customer. Company will however not otherwise retain, use, or disclose Customer personal information for any purpose other than to perform the Services or outside of the direct business relationship between Customer and Company. Specifically, it will not sell, rent, lease, disclose, disseminate, make available, transfer or otherwise communicate Customer personal information to any third party for monetary or other valuable consideration. Company certifies that it understands and will comply with the restrictions on the processing of Customer personal information as set forth in this Section 4 (a).

(d) **Ownership of Reports and Analyses.** Company may provide Customer with certain reports and analyses as part of the Services ("Reports"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

(e) **Mobile App and Parent/Guardian Usage.** Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (iTunes or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and privacy policy.

(f) **Feedback.** If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("Feedback"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

(g)

5. Privacy Policy.

(a) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("Minor User Data") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's Privacy Policy, Children's Privacy Policy and Notice of Privacy Practices (together the "Privacy Policy"), which include a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("COPPA"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Company acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to Company's collection, use and disclosure of Minor User Data by Company in order to provide the Services to Customer. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be deleted and/or no longer collected or used (which may impact the availability of the Services). By executing this Agreement, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided Customer will be notified of any material changes.

(b) Notwithstanding Section 5(b), Customer expressly agrees that Company may de-identify or aggregate User Data and Minor User Data so that it no longer identifies an individual under the age of 18 ("Aggregate Data"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

6. Customer Responsibilities, Warranties and Restrictions.

(a) Customer agrees that it shall not do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way

attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software); (iv) attempt to gain unauthorized access to the Services and to make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

(b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Customer is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company.

(d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

(e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district), then Customer represents, warrants and covenants that: (i) Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms; (ii) there is no applicable law, regulation, rule, or other governmental requirement (A) which in any way restricts or limits the duty of Customer to fully perform and comply with all obligations of Customer as set forth in this Agreement, or (B) which impairs the rights of Company as set forth in this Agreement; and (iii) the software for the Services provided under this Agreement will be treated as "commercial computer software" and "commercial computer software documentation" under any applicable governmental laws, regulations or rules.

(f) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Company to the contrary, Customer's rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §27.202.

7. Confidential Information.

(a) "Confidential Information" means any and all non-public information provided or revealed by one party ("Discloser") to the other party ("Recipient") or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser's planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser's customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser's services and products, product designs, and how such products are administered and managed; and (iv) the Discloser's User Data. Recipient's obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser's Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser's Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein. Recipient will protect Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser's Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, "Personnel") with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser's Confidential Information substantially in accordance with the terms of this Agreement. The Recipient shall be responsible for any breach of this Section 7 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to be by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this Section 7.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 7 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an *ex parte* application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

8. Billing and Payment.

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "Fees"). Fees for Services may be charged based on the number of (i) devices or active users, (ii) the number of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("Taxes"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys' fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within

thirty (30) days of receipt of invoice, unless specified otherwise in the Order. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this Agreement.

(b) Company may assign to a third party (a "Assignee") all of its right, title and interest in all or any of the Fees at any time. Upon any such assignment, Company will give Customer written notice thereof (a "Notice of Assignment"). The Notice of Assignment shall provide the name and contact information for the Assignee and shall instruct Customer to make payment of the assigned Fees to the Assignee. Upon receipt of a Notice of Assignment, (i) Customer shall sign the acknowledgement provision in such Notice of Assignment and return it to Company as provided in such Notice of Assignment and (ii) Customer shall be obligated to make all payments of the assigned Fees to the Assignee, notwithstanding the Order's payment instructions for such Fees.

9. **Term and Termination.**

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the "Initial Term"). This Agreement will thereafter continue for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the "Term".

(b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an Event of Default by the other party. For purposes of this Agreement, "Event of Default" means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncorrected for a period of thirty (30) days following receipt of written notice from the other party.

(c) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

10. **Company Warranties, Company Disclaimers, and Exclusive Remedies.**

(a) Company warrants to Customer that it will provide the Services in all material respects as described in the applicable end user documentation, if any, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(b) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER'S OR ITS USERS' NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN'S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED.

(d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 7, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

12. **Indemnification.**

(a) **Customer Obligations.** Customer shall defend Company against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable

assistance in connection with the defense (at Customer's reasonable expense).

(b) **Company Obligations.** Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company's reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company's sole liability to, and the Customer's exclusive remedy against, the Company for any type of intellectual property infringement claim.

13. **Advertising and Public Announcements.** Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of Company's customers.

14. **Relationship of the Parties.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

15. **Force Majeure.** Except payment obligations, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company's reasonable control include all acts and omissions of Company's service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

16. **Binding Effect; Assignment; Third Parties.** The terms of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company's prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer's consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

17. **Modification; Waiver.** All modifications to or waivers of any terms of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. **Governing Law.** This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

19. **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

20. **Notices.** All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

21. **Interpretation.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

22. **Entire Agreement.** This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on www.securely.com other than the Privacy Policy.

Securly, Inc. (“we,” “our” or “us”) recognizes the importance of privacy. This Privacy Policy describes how we collect, store, use and disclose, or otherwise process (collectively “process”) information, including personal information, that we obtain about visitors and users of our website www.securly.com (the “Site”) as well as users of our software and related services including the Securly Parent Portal, Plug n’ Play Hub, and mobile applications (collectively, the “Services”). It does not apply to (and for purposes of this Policy “Services” does not include) the personal information that we process on behalf of institutional customers that use our services; in such cases we process personal information only on behalf of customers as a data processor or service provider, under applicable laws, and how we Process that information depending on the Services you subscribe to. For the purposes of this Privacy Policy (“Policy”), “you” and “your” refers only to you as the visitor to our Site or user of our Services.

By using our Services, you acknowledge that your information, including personal information will be handled as described in this Policy. Any personal information we collect about students who are children under 13 years old will be treated in accordance with our [COPPA Policy](#) and our [Terms of Use](#).

Your use of the Services, and any dispute over privacy, is subject to this Policy, or where applicable the COPPA Policy, and our Terms of Use including any applicable limitations on damages and resolution of disputes. The Terms of Use are incorporated by reference into this Policy.

We Process your personal information as set forth in this Policy or otherwise with your consent or as permitted or required by law. In case we base our Processing of your personal information on your consent, you may withdraw your consent at any time. However, withdrawing consent may result in our inability to continue providing you with some or all of the Services.

Please note, where Securly collects and Processes personal information in order to provide our Services to customers, your child’s school for example, we will only process information, including personal information (hereafter “Customer Data”) on behalf of the particular customer in order to provide our services to that customer. Securly is a data processor for Customer Data, and as such our collection, use, disclosure and other processing of Customer Data is subject to the privacy policy and information practices of our respective customers.

For the purposes of GDPR, our Customers are the data controllers of the Customer Data we process. With respect to the other personal information that we process, Securly, Inc and Securly Ltd. are the controllers of your personal information.

1. Information We Collect About You

We may collect information, including personal information (as defined by applicable privacy law), directly from you, from third parties such as your child’s school, or automatically through your use of the Services. We may combine certain information we collect from these various sources

Information We Collect Directly from You.

We collect information (including personal information) from you directly as set out below.

Account and Registration Information. We collect personal information from you when you sign up for an account with us, including your name and email address. We may also ask or allow you to submit additional account information, such as your phone number, student name, student school, location of school. You may browse parts of our Site without creating an account, however, if you would like to use Securly’s Services, we ask you to create an account.

Customer Support. We collect personal information you provide, when you submit a request through our Site, such as your email address, or if you otherwise contact our customer support services via email, phone, or chat, related to your enquiry or complaint. We keep a copy of such records in our customer files.

Newsletters and Updates. You can also sign up to receive emails and offers from us by submitting your name, email address, and zip code or area code. For information on how to opt-out of receiving newsletters and updates via email please see below.

Securly Hub. If you purchase our Hub, we collect your name and shipping information and collect certain transactional information related to your purchase. We use third party payment processors who handle our payments. If you decide to connect your Plug ‘n Play devices through our Securly Home App, we collect personal information from your connected Hub devices, such as your IP address, Mac Address]. Please note that you are not required to connect your Hub with our Services. However, if you do not connect such device we may not be able to offer you our full range or all of our Services.

Other Information We Collect Regarding Your Usage of Our Services. We collect personal information about your use of our Services, such as your purchase history, online related activity such as sites visited, online searches and videos watched, email content, email address, and geolocation information.

Information We Collect from Third-Party Sources

We may also collect information about you from third parties, which we append to the information we have collected.

Information We Collect Automatically.

We automatically collect information about you through your use of our Services, including log files, IP address, app identifier, advertising ID, location info, browser type, device type, domain name, the website that led you to our Services, the website to which you go after leaving our Services, the dates and times you access our Services, and the links you click and your other activities within the Services (“Usage Data”). If you authorize us to collect your geolocation information, we will collect it while our App is running on your device. You can disable our access to your location services by changing your device’s location settings. For more information please see the Cookie and Other Tracking Mechanisms Section further below.

2. Purposes and Legal Bases of Use

Certain laws, including the EU General Data Protection Regulation (“GDPR”), require that we inform you of the legal bases for our processing of your personal information. Pursuant to the GDPR (and other similar laws), we process personal information for the following legal bases:

Performance of Contract: as necessary to enter into or carry out the performance of a contract with you, for example creating your customer account and processing your payments.

Our Legitimate Business Interests: in furtherance of our legitimate business interests, which are not overridden by your interests and fundamental rights, including:

- Performance of contracts with customers and other parties
- Implementation and operation of support services for our business operations
- Improving our Site and Services, developing reports, and similar purposes
- Customer relationship management and improving our Site and Services, including other forms of marketing and analytics
- Fraud detection and prevention, including misuse of Services
- Physical, IT, and network perimeter security
- Internal investigations
- Mergers, acquisitions, and reorganization, and other business transactions, including related negotiations

Compliance with Laws: for compliance with legal obligations and/or defense against legal claims, including those in the area of labor and employment law, social security, and data protection, tax, and other corporate compliance laws.

With your consent: where we have your consent - for example for some forms of direct marketing, or for the setting of certain cookies - (the GDPR (where it applies)) and other applicable laws give you the right to withdraw your consent, which you can do at any time by contacting us using the details set out at the end of this Policy.

Vital Interest: In addition, in rare cases we may process your personal information where necessary to protect the vital interests of any individual.

3. How We Use Your Information

• **Providing and Improving Services.** To provide you with, maintain, and improve our Services; to develop new features, products, or services; to perform technical operations, such as updating software; to authenticate you as a valid user; to prevent fraudulent activity on our platform; and for other customer service purposes. (Legal bases: performance of our contract with you; and/or our legitimate interests).

• **Responding to requests.** To respond to your enquiries, fulfill your orders and requests. (Legal basis: performance of our contract with you).

• **Personalizing Content and Ads.** We may use the information we collect about you to personalize the information and content we display to you, including to tailor the content and information that we may send or display to you, and to otherwise personalize your experiences while using Services, including providing you with more relevant ads. (Legal basis: our legitimate interests).

• **Marketing and Communications.** To communicate with you about your account and use of our Services; to notify you product or service, updates; to respond to your inquiries; to provide you with news, special offers, promotions, and other information we think may interest you; and for other informational, marketing, or promotional purposes. Our communications with you may include communications via email. Please see our section regarding Your Choices for more information about how to change your communications preferences. If you are located in a jurisdiction that requires opt-in consent to receive electronic marketing messages, we will only send you such messages if you opt-in to receive them. We do not use personal information to market to students or children. (Legal bases: our legitimate interests; and/or with your consent).

• **Research and Analytics.** To analyze how you interact with our Services; to monitor and analyze usage and activity trends; and for other research, analytical, and statistical purposes. (Legal basis: our legitimate interests).

• **Protecting Our Legal Rights And Preventing Misuse.** To protect the Site and our business operations; to prevent and detect fraud, unauthorized activities and access, and other misuse; where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety or legal rights of any person or third party, or violations of our Terms of Use or this Policy. (Legal bases: our legitimate interests; and/or compliance with laws)

• **Complying with legal obligations.** To comply with the law or legal proceedings. For example, we may disclose information in response to subpoenas, court order, and other lawful requests by regulators and law enforcement, including responding to national security or law enforcement disclosure requirements. (Legal bases: our legitimate interests; and/or compliance with laws)

• **Related to our general business operations:** to consider and implement mergers, acquisitions, reorganizations, and other business transactions, and where necessary to the administration of our general business, accounting, recordkeeping and legal functions. (Legal bases: our legitimate interests; and/or compliance with laws)

• **Aggregate, De-identified or Anonymous Data.** We also create and use aggregate, anonymous and de-identified data to assess, improve and develop our business, products and services, and for similar research and analytics purposes. This information is not generally subject to the restrictions in this Policy, provided it does not identify and could not be used to identify a particular individual.

4. How We Disclose Your Information

In general, we disclose the personal information we collect as follows:

• **Affiliates.** We may share your personal information with our affiliates, whose handling of personal information is subject to this Policy.

• **Service Providers.** We may disclose the information we collect from you to our third-party vendors, service providers, marketing partners, third parties, contractors or agents who perform functions on our behalf so we can provide you with the Services. These may include companies who send emails to our customers and prospective customers; help us to track email response rates, views and forwards; to serve visitor advertisements and to provide advertisements about products of interest to them; and to collect data about how customers and prospective customers interact with our products over time.

• **Business Transfers.** We may disclose information to another entity in connection with, including during negotiations of, an acquisition or merger, sale or transfer of our assets, a bankruptcy proceeding or as part of any other similar business transfer, including during negotiations related to such transactions.

• **In Response to Legal Process.** We also may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.

• **To Protect Us and Others.** We also may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use or this Policy, or as evidence in litigation in which we are involved.

• **Aggregate and De-Identified Information.** We may share aggregate or otherwise de-identified information about users with third parties for marketing, advertising, research or similar purposes.

5. Use of Cookies and Other Tracking Mechanisms

We and our third-party service providers may use cookies, log files, Web beacons and other tracking mechanisms to track information about your use of our Services. We and our third-party service providers use cookies and other tracking mechanisms to track information about your use of our Services. We may combine this information with other personal information we collect from you (and our third party service providers may do so on our behalf).

Cookies. Cookies are alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Site and Services, while others are used to enable a faster login process or to allow us to track your activities at our Site and Service. There are two types of cookies: session and persistent cookies.

Disabling Cookies. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Site who disable cookies will be able to browse certain areas of the Site, but some features may not function. Please keep in mind that without cookies you may not have access to certain features of our products and services on this site, including access to your account or profile and certain personalized content.-

Clear GIFs, pixel tags and other technologies. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer’s hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Services to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site usage. We and our third party service providers may also use clear GIFs in HTML e-mails to you, to help us track e-mail response rates, identify when our e-mails are viewed, and track whether our e-mails are forwarded.

Third Party Analytics. We use automated devices and applications, such as Google Analytics, to evaluate usage of our Site and our Services. We also may use other analytic means to evaluate our Services. We use these tools to help us improve our Services, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services.

Geolocation Information. We may use geolocation information for the purpose of administering our Services to you.

Do-Not-Track Signals. Our Site does not currently respond to do-not-track signals. For more information about do-not-track signals, please click [here](#). You may, however, disable certain tracking as discussed in the [Cookies and Other Tracking Mechanisms](#) section above (e.g., by disabling cookies).

6. Interest-Based Advertising

We may work with third parties such as network advertisers to assist us in displaying advertisements on third-party websites, and to evaluate the success of our advertising campaigns. We may use information about your visit to our Site for these purposes; however, we do not use personal information collected from the Services for these purposes.

You may opt-out of many third-party ad networks, including those operated by members of the Network Advertising Initiative (“NAI”) and the Digital Advertising Alliance (“DAA”). For more information regarding this practice by NAI members and DAA members, and your choices regarding having this information used by these companies, including how to opt out of ad networks operated by NAI and DAA members, please visit their respective websites:

Canada: <http://youradchoices.ca>

EU: <http://youonlinechoices.eu>

US: <http://aboutads.info>; <https://optout.networkadvertising.org/>

Opting-out of participating ad networks does not opt you out of being served advertising. You may continue to receive generic or “contextual” ads on our Services for example, based on the particular website that you are viewing (i.e., contextual advertising). You may also continue to receive targeted ads on other websites, from companies that do not participate in the above programs. Please note, that opt-out mechanisms are cookie based; so, if you delete cookies, configure your browser to block, or reject cookies or use another device, your opt-out will no longer be effective.

7. International Transfers

Securly, Inc. is headquartered in the United States of America and has operations and service providers in the United States and other jurisdictions. As such, we and our service providers may transfer your personal information to, or access it in, jurisdictions (including the United States, India, and Mexico) that may not provide levels of data protection equivalent to your home jurisdiction. We will take steps to ensure that your personal information receives an adequate level of protection in the jurisdictions in which we process it in accordance with applicable laws, including through appropriate written data processing terms and/or data transfer agreements. If you are in the European Economic Area (“EEA”), and we process your personal information in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a “third country”), we will implement measures to adequately protect your personal information, such as putting in place standard contractual clauses approved by the European Commission or another measure that has been approved by the EU Commission as adding adequate safeguards for the protection of personal information when transferred to a third country. You have a right to obtain details of the mechanism under which your personal information is transferred outside of the EEA; you may request such details by contacting us as set forth in the “Contact us” section below.

8. Security of Your Personal Information

The security of your personal information is important to us. We have implemented a security program designed to protect the information we collect from loss, misuse, unauthorized access, disclosure, alteration, and destruction. However, no transmission over the Internet is 100% secure.

We encourage you to help protect the security of your personal information. For instance, never give out your personal credentials when you are using the Services, so that other people will not have access to your personal information. Furthermore, you are responsible for maintaining the security of any personal computing device on which you utilize the Services. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

9. Your Choices

Correcting or Deleting Personal Information. You may modify or delete certain of your personal information that you have submitted by logging into your account and updating your profile information, including your user name and password. Please note that we may retain certain information about you as required by law or as permitted by law for legitimate business purposes (e.g., in accordance with our record retention policies or to enforce our Terms of Service).

If you wish to make an access or correction request regarding your personal information, please contact the Privacy Director, as referenced below.

Opting out of Email Communications. We may send periodic promotional or informational emails to school and parent users. You may opt-out of such communications at all times by following the opt-out instructions contained in the e-mail. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you transactional e-mails, such as about your account or any Services you have requested or received from us.

10. Additional Rights for EEA individuals

According to the GDPR, individuals in the EEA have the below rights with respect to their personal information. Please note that your ability to exercise certain rights (objection; portability) will depend on the basis on which your personal information is processed (see section ii), and the exercise of all rights may be subject to exemptions or restrictions under applicable law – we will advise you if we rely on these. We may also need to ask you to provide evidence of your identity before complying with a request.

Right of access: You can ask us to: confirm whether we are processing your personal information; give you a copy of that information; provide you with other information about your personal information such as what data we have, what we use it for, who we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, how you can make a complaint, where we got your information from and whether we have carried out any profiling, to the extent that such information has not already been provided to you in this Policy.

Right to rectify and complete personal information: You can ask us to rectify inaccurate information. We may seek to verify the accuracy of the data before rectifying it.

Right of erasure: You can ask us to erase your personal information, but only where: it is no longer needed for the purposes for which it was collected; you have withdrawn your consent (where the data processing was based on consent); following a successful right to object (see ‘Objection’ below); it has been processed unlawfully; or to comply with a legal obligation to which we are subject. We are not required to comply with your request to erase your personal information if the processing of your personal information is necessary: for compliance with a legal obligation; or for the establishment, exercise or defense of legal claims. There are certain other circumstances in which we are not required to comply with your erasure request, although these two are the most likely circumstances in which we would deny that request.

Right of restriction: You can ask us to restrict (i.e., keep but not use) your personal information, but only where: its accuracy is contested, to allow us to verify its accuracy; the processing is unlawful, but you do not want it erased; it is no longer needed for the purposes for which it was collected, but we still need it to establish, exercise or defend legal claims; you have exercised the right to object, and verification of overriding grounds is pending. We can continue to use your personal information following a request for restriction, where: we have your consent; to establish, exercise or defend legal claims; or to protect the rights of another natural or legal person.

Right to object to our use of your personal information for direct marketing purposes: You can request that we change the manner in which we contact you for marketing purposes. You can request that we not transfer your personal information to unaffiliated third parties for the purposes of direct marketing or any other purposes.

Right to object for other purposes: You have the right to object at any time to any processing of your personal

information which has our legitimate interests as its legal basis. You may exercise this right without incurring any costs. If you raise an objection, we have an opportunity to demonstrate that we have compelling legitimate interests which override your rights and freedoms. The right to object does not exist, in particular, if the processing of your personal information is necessary to take steps prior to entering into a contract or to perform a contract already concluded.

Right to (data) portability: You can ask us to provide your personal information to you in a structured, commonly used, machine-readable format, or you can ask to have it “ported” directly to another Data Controller, but only where our processing is based on your consent and the processing is carried out by automated means.

Right to withdraw consent: You can withdraw your consent in respect of any processing of personal information which is based upon a consent which you have previously provided.

Right to obtain a copy of safeguards: you can ask to obtain a copy of, or reference to, the safeguards under which your personal information is transferred outside the EU/EEA. We may redact data transfer agreements to protect commercial terms.

Right to lodge a complaint with your local supervisory authority: You have a right to lodge a complaint with your local supervisory authority if you have concerns about how we are processing your personal information. We ask that you please attempt to resolve any issue with us first, although you have a right to contact your supervisory authority at any time.

Submitting a GDPR Request: please contact us as set out in the “Contact Us” section below to exercise one of these rights. If we receive any requests from individuals related to the Platform Data, we will forward the request to the relevant clients.

11. Children

Please refer to our COPPA Policy with respect to the personal information collected from children and students under the age of 13 via the Services. Children under the age of 16 cannot legally give their consent. Instead, consent of their parent or legal guardian needs to be provided.

12. Retention

We will generally keep personal information only for as long as it remains necessary for the identified purposes or as authorized or required by law. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated data, account recovery, or if required by law. All retained personal information will remain subject to the terms of this Policy.

13. Changes to this Policy

This Policy is current as of the date set forth above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on our [Site](#). If we make any changes to this Policy that materially affect our practices with regard to the personal information we will endeavor to provide you with notice in advance of such change by prominently highlighting the change on our Site or make other appropriate notice to you.

14. Contact Us

If you have any questions, comments or concerns about the privacy aspects of our Services or would like to make a complaint, please contact:

Vinay Mahadik

Privacy Director

Securly, Inc.

111 N. Market Street, 4th floor, Suite 400

San Jose, California 95113

United States

support@securly.com

1 (855) 732-8759 (ext. 101)



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Securly Inc. ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 **July 1, 2021** ("Effective Date") and shall continue until 12:00 midnight (CST) on **June 30 2024**, 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. Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
 - H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
 - I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
 - (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
 - (2) Consult with the Cooperative and Members regarding its response;
 - (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
 - (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, 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, ESUCC, 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.

9. 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.

10. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members 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.

11. 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.

12. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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.

- 13. 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.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, 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.
- 15. 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.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is: 46-0789922
- 17. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. 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: Securly
Dept LA 24957 Pasadena, CA 91185

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

- 19. 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, ESUCC, or the Cooperative upon request.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 cause 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.

- 26. 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.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members

- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables
- Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

DocuSigned by:
By: Scott Cohen
Name: Scott Cohen
Title: SVP of Finance
Date: 4/1/2021

COOPERATIVE

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

Securly Anywhere Filter- Cloud Based Web Filter/Student Safety Solution

Securly 24- Real time monitoring of Social Media Flagged activity

Auditor-Email inspection and Docs and Drive Scanning for Google Drive and One Drive

Tipline- Anonymous Tipline for any student safety related alerting

Classroom- Classroom Management for Chromebooks and windows devices

MDM- Mobile Device Management for any iOSm macOS, or tvOS devices

360 Cloud- All of the above offerings

Safety Cloud- Filter, Auditor, and Tipline

Safety Cloud +24- Filter, Auditor, Securly 24, and Tipline

One to One- Filter, Classroom, and MDM

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

See attached pages

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 thirty (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, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, 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 (60) 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, ESUCC, Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: angelica@securly.com, joe.figueroa@securly.com, byron@securly.com, nicole@securly.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Joe Figueroa
- b. Title: Regional Sales Manager
- c. Phone: 972-971-9917
- d. Email: joe.figueroa@securly.com

4. Invoice Method

- a. Vendor invoices ESUCC

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Joe Figueroa
Contact email address: joe.figueroa@securly.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:

Craig Peterson
308-995-0665
craig.peterson@esucc.org

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

part number	name	base price
ESUCC-SECURLY-1YR	Filter by Securly - 1 year	\$1.75
ESUCC-SECURLY-1YR-TIPLINE	Tipline: 1 year 1-499 Licenses	\$2.35
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 500-999 Licenses	\$2.00
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 1000-2499 Licenses	\$1.80
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 2500-4999 Licenses	\$1.50
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 5000-9999 Licenses	\$1.25
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 10000-19999 Licenses	\$1.00
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 20000 - 39999 Licenses	\$0.75
ESUCC-SECURLY-1YR-TIPLINE	Tipline : 1 Year - 40000 or More Licenses	\$0.50
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor: 1 year 1-499 Licenses	\$2.35
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 500-999 Licenses	\$2.00
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 1000-2499 Licenses	\$1.80
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 2500-4999 Licenses	\$1.50
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 5000-9999 Licenses	\$1.25
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 10000-19999 Licenses	\$1.00
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 20000 - 39999 Licenses	\$0.75
ESUCC-SECURLY-1YR-Auditor-Plus	Auditor : 1 Year - 40000 or More Licenses	\$0.50
ESUCC-SECURLY-1YR-Securly24	24 by Securly: 1 year 1-499 Licenses	\$3.50
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 500-999 Licenses	\$3.13
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 1000-2499 Licenses	\$2.75
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 2500-4999 Licenses	\$2.25
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 5000-9999 Licenses	\$1.88
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 10000-19999 Licenses	\$1.63
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 20000 - 39999 Licenses	\$1.38
ESUCC-SECURLY-1YR-Securly24	24 by Securly : 1 Year - 40000 or More Licenses	\$1.13
ESUCC-SECURLY-1YR-SecurlyChrometools	Classroom/ChromeTools by Securly - 1 year	\$3.50
ESUCC-SECURLY-1YR-MDM	School MDM by Securly - 1 year	\$4.00
ESUCC-SECURLY-1YR-360CLOUD	Securly 360 Cloud - All Securly Products Bundled - 1 year	\$7.30
ESUCC-SECURLY-1YR-SAFETYCLOUD24	Securly Safety Cloud with 24 - Bundle - 1 Year	\$5.08
ESUCC-SECURLY-1YR-SAFETYCLOUD	Securly Safety Cloud - Bundle - 1 Year	\$4.32
ESUCC-SECURLY-1YR-1-1CLOUD	Securly One-to-One Cloud - Bundle - 1 Year	\$4.70

SECURLY INC.

Terms and Conditions of Service

This agreement applies to the order form to which these Terms and Conditions of Service are attached (collectively, the "Agreement"). This Agreement is made by and between Securly, Inc. ("Company"), a Delaware corporation with offices at 111 North Market Street, 4th Floor, Suite 400, San Jose, CA 95113, and its customer listed on the order ("Customer"). The effective date of the Agreement is referred to herein as the "Effective Date."

1. Services. Company will provide to Customer the cloud-based software products and services identified in the purchase order (the "Order") that incorporates these terms and conditions (collectively, the "Services" and, each, a "Service"). If there is a conflict or ambiguity between any term of this Agreement and the Order, the terms of the Order shall control. The Services may include, without limitation, Company's cloud-based web filtering, online activity monitoring for cyberbullying, auditing software, mobile device management software, tablet, and other computer asset location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, students and parents/guardians ("Users").

2. Security. Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in Section 4 below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event of a breach or suspected breach of any privacy or security measures described herein that has become known to Company, Company will immediately notify Customer thereof, and use its commercially reasonable efforts to remedy such breach.

3. Support Services. Company shall provide Customer with support services as specified in the Order (the "Support Services").

4. Ownership.

(a) **Ownership of the Service; Intellectual Property.** Company shall retain all title to and ownership of and all proprietary rights with respect to the Services (including all software used to provide the Services and all portions thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of such software or any portion thereof. Company's name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them. Company hereby grants Customer, solely during the term of this Agreement, a limited, royalty-free, revocable license to use install and the Company provided software (which may include certificates and pack files) solely on Customer's machines and devices and only as necessary or appropriate to receive the Services (the "Client Software").

(b) **Ownership of User Data.** The Services may allow Customer to track and gather a range of data and information regarding its Users ("User Data"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below).

(c) **Data Use.** To the extent Company receives any personal information (as such term or any analogous term may be as defined under applicable law) from or on behalf of Customer in connection with Company's provision of Services to Customer under the Agreement ("Customer personal information"), Company will only use, retain, disclose and otherwise process such Customer personal information for the purpose of providing the Services or in order to comply with the law. Company may disclose Customer personal information to its service providers as necessary for Company to provide the services to Customer. Company will however not otherwise retain, use, or disclose Customer personal information for any purpose other than to perform the Services or outside of the direct business relationship between Customer and Company. Specifically, it will not sell, rent, lease, disclose, disseminate, make available, transfer or otherwise communicate Customer personal information to any third party for monetary or other valuable consideration. Company certifies that it understands and will comply with the restrictions on the processing of Customer personal information as set forth in this Section 4 (a).

(d) **Ownership of Reports and Analyses.** Company may provide Customer with certain reports and analyses as part of the Services ("Reports"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

(e) **Mobile App and Parent/Guardian Usage.** Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (iTunes or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and privacy policy.

(f) **Feedback.** If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("Feedback"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

(g)

5. Privacy Policy.

(a) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("Minor User Data") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's Privacy Policy, Children's Privacy Policy and Notice of Privacy Practices (together the "Privacy Policy"), which include a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("COPPA"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Company acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to Company's collection, use and disclosure of Minor User Data by Company in order to provide the Services to Customer. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be deleted and/or no longer collected or used (which may impact the availability of the Services). By executing this Agreement, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided Customer will be notified of any material changes.

(b) Notwithstanding Section 5(b), Customer expressly agrees that Company may de-identify or aggregate User Data and Minor User Data so that it no longer identifies an individual under the age of 18 ("Aggregate Data"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

6. Customer Responsibilities, Warranties and Restrictions.

(a) Customer agrees that it shall not do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way

attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software); (iv) attempt to gain unauthorized access to the Services and to make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

(b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Customer is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company.

(d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

(e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district), then Customer represents, warrants and covenants that: (i) Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms; (ii) there is no applicable law, regulation, rule, or other governmental requirement (A) which in any way restricts or limits the duty of Customer to fully perform and comply with all obligations of Customer as set forth in this Agreement, or (B) which impairs the rights of Company as set forth in this Agreement; and (iii) the software for the Services provided under this Agreement will be treated as "commercial computer software" and "commercial computer software documentation" under any applicable governmental laws, regulations or rules.

(f) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Company to the contrary, Customer's rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §27.202.

7. Confidential Information.

(a) "Confidential Information" means any and all non-public information provided or revealed by one party ("Discloser") to the other party ("Recipient") or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser's planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser's customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser's services and products, product designs, and how such products are administered and managed; and (iv) the Discloser's User Data. Recipient's obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser's Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser's Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein. Recipient will protect Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser's Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, "Personnel") with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser's Confidential Information substantially in accordance with the terms of this Agreement. The Recipient shall be responsible for any breach of this Section 7 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to be by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this Section 7.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 7 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an *ex parte* application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

8. Billing and Payment.

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "Fees"). Fees for Services may be charged based on the number of (i) devices or active users, (ii) the number of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("Taxes"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys' fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within

thirty (30) days of receipt of invoice, unless specified otherwise in the Order. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this Agreement.

(b) Company may assign to a third party (a "Assignee") all of its right, title and interest in all or any of the Fees at any time. Upon any such assignment, Company will give Customer written notice thereof (a "Notice of Assignment"). The Notice of Assignment shall provide the name and contact information for the Assignee and shall instruct Customer to make payment of the assigned Fees to the Assignee. Upon receipt of a Notice of Assignment, (i) Customer shall sign the acknowledgement provision in such Notice of Assignment and return it to Company as provided in such Notice of Assignment and (ii) Customer shall be obligated to make all payments of the assigned Fees to the Assignee, notwithstanding the Order's payment instructions for such Fees.

9. Term and Termination.

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the "Initial Term"). This Agreement will thereafter continue for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the "Term".

(b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an Event of Default by the other party. For purposes of this Agreement, "Event of Default" means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncorrected for a period of thirty (30) days following receipt of written notice from the other party.

(c) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

10. Company Warranties, Company Disclaimers, and Exclusive Remedies.

(a) Company warrants to Customer that it will provide the Services in all material respects as described in the applicable end user documentation, if any, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(b) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER'S OR ITS USERS' NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN'S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED.

(d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 7, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

12. Indemnification.

(a) **Customer Obligations.** Customer shall defend Company against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable

assistance in connection with the defense (at Customer's reasonable expense).

(b) **Company Obligations.** Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company's reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company's sole liability to, and the Customer's exclusive remedy against, the Company for any type of intellectual property infringement claim.

13. **Advertising and Public Announcements.** Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of Company's customers.

14. **Relationship of the Parties.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

15. **Force Majeure.** Except payment obligations, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company's reasonable control include all acts and omissions of Company's service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

16. **Binding Effect; Assignment; Third Parties.** The terms of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company's prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer's consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

17. **Modification; Waiver.** All modifications to or waivers of any terms of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. **Governing Law.** This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

19. **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

20. **Notices.** All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

21. **Interpretation.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

22. **Entire Agreement.** This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on www.securely.com other than the Privacy Policy.

Securly, Inc. (“we,” “our” or “us”) recognizes the importance of privacy. This Privacy Policy describes how we collect, store, use and disclose, or otherwise process (collectively “process”) information, including personal information, that we obtain about visitors and users of our website www.securly.com (the “Site”) as well as users of our software and related services including the Securly Parent Portal, Plug n’ Play Hub, and mobile applications (collectively, the “Services”). It does not apply to (and for purposes of this Policy “Services” does not include) the personal information that we process on behalf of institutional customers that use our services; in such cases we process personal information only on behalf of customers as a data processor or service provider, under applicable laws, and how we Process that information depending on the Services you subscribe to. For the purposes of this Privacy Policy (“Policy”), “you” and “your” refers only to you as the visitor to our Site or user of our Services.

By using our Services, you acknowledge that your information, including personal information will be handled as described in this Policy. Any personal information we collect about students who are children under 13 years old will be treated in accordance with our [COPPA Policy](#) and our [Terms of Use](#).

Your use of the Services, and any dispute over privacy, is subject to this Policy, or where applicable the COPPA Policy, and our Terms of Use including any applicable limitations on damages and resolution of disputes. The Terms of Use are incorporated by reference into this Policy.

We Process your personal information as set forth in this Policy or otherwise with your consent or as permitted or required by law. In case we base our Processing of your personal information on your consent, you may withdraw your consent at any time. However, withdrawing consent may result in our inability to continue providing you with some or all of the Services.

Please note, where Securly collects and Processes personal information in order to provide our Services to customers, your child’s school for example, we will only process information, including personal information (hereafter “Customer Data”) on behalf of the particular customer in order to provide our services to that customer. Securly is a data processor for Customer Data, and as such our collection, use, disclosure and other processing of Customer Data is subject to the privacy policy and information practices of our respective customers.

For the purposes of GDPR, our Customers are the data controllers of the Customer Data we process. With respect to the other personal information that we process, Securly, Inc and Securly Ltd. are the controllers of your personal information.

1. Information We Collect About You

We may collect information, including personal information (as defined by applicable privacy law), directly from you, from third parties such as your child’s school, or automatically through your use of the Services. We may combine certain information we collect from these various sources

Information We Collect Directly from You.

We collect information (including personal information) from you directly as set out below.

Account and Registration Information. We collect personal information from you when you sign up for an account with us, including your name and email address. We may also ask or allow you to submit additional account information, such as your phone number, student name, student school, location of school. You may browse parts of our Site without creating an account, however, if you would like to use Securly’s Services, we ask you to create an account.

Customer Support. We collect personal information you provide, when you submit a request through our Site, such as your email address, or if you otherwise contact our customer support services via email, phone, or chat, related to your enquiry or complaint. We keep a copy of such records in our customer files.

Newsletters and Updates. You can also sign up to receive emails and offers from us by submitting your name, email address, and zip code or area code. For information on how to opt-out of receiving newsletters and updates via email please see below.

Securly Hub. If you purchase our Hub, we collect your name and shipping information and collect certain transactional information related to your purchase. We use third party payment processors who handle our payments. If you decide to connect your Plug ‘n Play devices through our Securly Home App, we collect personal information from your connected Hub devices, such as your IP address, Mac Address]. Please note that you are not required to connect your Hub with our Services. However, if you do not connect such device we may not be able to offer you our full range or all of our Services.

Other Information We Collect Regarding Your Usage of Our Services. We collect personal information about your use of our Services, such as your purchase history, online related activity such as sites visited, online searches and videos watched, email content, email address, and geolocation information.

Information We Collect from Third-Party Sources

We may also collect information about you from third parties, which we append to the information we have collected.

Information We Collect Automatically.

We automatically collect information about you through your use of our Services, including log files, IP address, app identifier, advertising ID, location info, browser type, device type, domain name, the website that led you to our Services, the website to which you go after leaving our Services, the dates and times you access our Services, and the links you click and your other activities within the Services (“Usage Data”). If you authorize us to collect your geolocation information, we will collect it while our App is running on your device. You can disable our access to your location services by changing your device’s location settings. For more information please see the Cookie and Other Tracking Mechanisms Section further below.

2. Purposes and Legal Bases of Use

Certain laws, including the EU General Data Protection Regulation (“GDPR”), require that we inform you of the legal bases for our processing of your personal information. Pursuant to the GDPR (and other similar laws), we process personal information for the following legal bases:

Performance of Contract: as necessary to enter into or carry out the performance of a contract with you, for example creating your customer account and processing your payments.

Our Legitimate Business Interests: in furtherance of our legitimate business interests, which are not overridden by your interests and fundamental rights, including:

- Performance of contracts with customers and other parties
- Implementation and operation of support services for our business operations
- Improving our Site and Services, developing reports, and similar purposes
- Customer relationship management and improving our Site and Services, including other forms of marketing and analytics
- Fraud detection and prevention, including misuse of Services
- Physical, IT, and network perimeter security
- Internal investigations
- Mergers, acquisitions, and reorganization, and other business transactions, including related negotiations

Compliance with Laws: for compliance with legal obligations and/or defense against legal claims, including those in the area of labor and employment law, social security, and data protection, tax, and other corporate compliance laws.

With your consent: where we have your consent - for example for some forms of direct marketing, or for the setting of certain cookies - (the GDPR (where it applies)) and other applicable laws give you the right to withdraw your consent, which you can do at any time by contacting us using the details set out at the end of this Policy.

Vital Interest: In addition, in rare cases we may process your personal information where necessary to protect the vital interests of any individual.

3. How We Use Your Information

• **Providing and Improving Services.** To provide you with, maintain, and improve our Services; to develop new features, products, or services; to perform technical operations, such as updating software; to authenticate you as a valid user; to prevent fraudulent activity on our platform; and for other customer service purposes. (Legal bases: performance of our contract with you; and/or our legitimate interests).

• **Responding to requests.** To respond to your enquiries, fulfill your orders and requests. (Legal basis: performance of our contract with you).

• **Personalizing Content and Ads.** We may use the information we collect about you to personalize the information and content we display to you, including to tailor the content and information that we may send or display to you, and to otherwise personalize your experiences while using Services, including providing you with more relevant ads. (Legal basis: our legitimate interests).

• **Marketing and Communications.** To communicate with you about your account and use of our Services; to notify you product or service, updates; to respond to your inquiries; to provide you with news, special offers, promotions, and other information we think may interest you; and for other informational, marketing, or promotional purposes. Our communications with you may include communications via email. Please see our section regarding Your Choices for more information about how to change your communications preferences. If you are located in a jurisdiction that requires opt-in consent to receive electronic marketing messages, we will only send you such messages if you opt-in to receive them. We do not use personal information to market to students or children. (Legal bases: our legitimate interests; and/or with your consent).

• **Research and Analytics.** To analyze how you interact with our Services; to monitor and analyze usage and activity trends; and for other research, analytical, and statistical purposes. (Legal basis: our legitimate interests).

• **Protecting Our Legal Rights And Preventing Misuse.** To protect the Site and our business operations; to prevent and detect fraud, unauthorized activities and access, and other misuse; where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety or legal rights of any person or third party, or violations of our Terms of Use or this Policy. (Legal bases: our legitimate interests; and/or compliance with laws)

• **Complying with legal obligations.** To comply with the law or legal proceedings. For example, we may disclose information in response to subpoenas, court order, and other lawful requests by regulators and law enforcement, including responding to national security or law enforcement disclosure requirements. (Legal bases: our legitimate interests; and/or compliance with laws)

• **Related to our general business operations:** to consider and implement mergers, acquisitions, reorganizations, and other business transactions, and where necessary to the administration of our general business, accounting, recordkeeping and legal functions. (Legal bases: our legitimate interests; and/or compliance with laws)

• **Aggregate, De-identified or Anonymous Data.** We also create and use aggregate, anonymous and de-identified data to assess, improve and develop our business, products and services, and for similar research and analytics purposes. This information is not generally subject to the restrictions in this Policy, provided it does not identify and could not be used to identify a particular individual.

4. How We Disclose Your Information

In general, we disclose the personal information we collect as follows:

• **Affiliates.** We may share your personal information with our affiliates, whose handling of personal information is subject to this Policy.

• **Service Providers.** We may disclose the information we collect from you to our third-party vendors, service providers, marketing partners, third parties, contractors or agents who perform functions on our behalf so we can provide you with the Services. These may include companies who send emails to our customers and prospective customers; help us to track email response rates, views and forwards; to serve visitor advertisements and to provide advertisements about products of interest to them; and to collect data about how customers and prospective customers interact with our products over time.

• **Business Transfers.** We may disclose information to another entity in connection with, including during negotiations of, an acquisition or merger, sale or transfer of our assets, a bankruptcy proceeding or as part of any other similar business transfer, including during negotiations related to such transactions.

• **In Response to Legal Process.** We also may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.

• **To Protect Us and Others.** We also may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use or this Policy, or as evidence in litigation in which we are involved.

• **Aggregate and De-Identified Information.** We may share aggregate or otherwise de-identified information about users with third parties for marketing, advertising, research or similar purposes.

5. Use of Cookies and Other Tracking Mechanisms

We and our third-party service providers may use cookies, log files, Web beacons and other tracking mechanisms to track information about your use of our Services. We and our third-party service providers use cookies and other tracking mechanisms to track information about your use of our Services. We may combine this information with other personal information we collect from you (and our third party service providers may do so on our behalf).

Cookies. Cookies are alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Site and Services, while others are used to enable a faster login process or to allow us to track your activities at our Site and Service. There are two types of cookies: session and persistent cookies.

Disabling Cookies. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Site who disable cookies will be able to browse certain areas of the Site, but some features may not function. Please keep in mind that without cookies you may not have access to certain features of our products and services on this site, including access to your account or profile and certain personalized content.-

Clear GIFs, pixel tags and other technologies. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer’s hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Services to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site usage. We and our third party service providers may also use clear GIFs in HTML e-mails to you, to help us track e-mail response rates, identify when our e-mails are viewed, and track whether our e-mails are forwarded.

Third Party Analytics. We use automated devices and applications, such as Google Analytics, to evaluate usage of our Site and our Services. We also may use other analytic means to evaluate our Services. We use these tools to help us improve our Services, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services.

Geolocation Information. We may use geolocation information for the purpose of administering our Services to you.

Do-Not-Track Signals. Our Site does not currently respond to do-not-track signals. For more information about do-not-track signals, please click [here](#). You may, however, disable certain tracking as discussed in the [Cookies and Other Tracking Mechanisms](#) section above (e.g., by disabling cookies).

6. Interest-Based Advertising

We may work with third parties such as network advertisers to assist us in displaying advertisements on third-party websites, and to evaluate the success of our advertising campaigns. We may use information about your visit to our Site for these purposes; however, we do not use personal information collected from the Services for these purposes.

You may opt-out of many third-party ad networks, including those operated by members of the Network Advertising Initiative (“NAI”) and the Digital Advertising Alliance (“DAA”). For more information regarding this practice by NAI members and DAA members, and your choices regarding having this information used by these companies, including how to opt out of ad networks operated by NAI and DAA members, please visit their respective websites:

Canada: <http://youradchoices.ca>

EU: <http://youonlinechoices.eu>

US: <http://aboutads.info>; <https://optout.networkadvertising.org/>

Opting-out of participating ad networks does not opt you out of being served advertising. You may continue to receive generic or “contextual” ads on our Services for example, based on the particular website that you are viewing (i.e., contextual advertising). You may also continue to receive targeted ads on other websites, from companies that do not participate in the above programs. Please note, that opt-out mechanisms are cookie based; so, if you delete cookies, configure your browser to block, or reject cookies or use another device, your opt-out will no longer be effective.

7. International Transfers

Securly, Inc. is headquartered in the United States of America and has operations and service providers in the United States and other jurisdictions. As such, we and our service providers may transfer your personal information to, or access it in, jurisdictions (including the United States, India, and Mexico) that may not provide levels of data protection equivalent to your home jurisdiction. We will take steps to ensure that your personal information receives an adequate level of protection in the jurisdictions in which we process it in accordance with applicable laws, including through appropriate written data processing terms and/or data transfer agreements. If you are in the European Economic Area (“EEA”), and we process your personal information in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a “third country”), we will implement measures to adequately protect your personal information, such as putting in place standard contractual clauses approved by the European Commission or another measure that has been approved by the EU Commission as adding adequate safeguards for the protection of personal information when transferred to a third country. You have a right to obtain details of the mechanism under which your personal information is transferred outside of the EEA; you may request such details by contacting us as set forth in the “Contact us” section below.

8. Security of Your Personal Information

The security of your personal information is important to us. We have implemented a security program designed to protect the information we collect from loss, misuse, unauthorized access, disclosure, alteration, and destruction. However, no transmission over the Internet is 100% secure.

We encourage you to help protect the security of your personal information. For instance, never give out your personal credentials when you are using the Services, so that other people will not have access to your personal information. Furthermore, you are responsible for maintaining the security of any personal computing device on which you utilize the Services. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

9. Your Choices

Correcting or Deleting Personal Information. You may modify or delete certain of your personal information that you have submitted by logging into your account and updating your profile information, including your user name and password. Please note that we may retain certain information about you as required by law or as permitted by law for legitimate business purposes (e.g., in accordance with our record retention policies or to enforce our Terms of Service).

If you wish to make an access or correction request regarding your personal information, please contact the Privacy Director, as referenced below.

Opting out of Email Communications. We may send periodic promotional or informational emails to school and parent users. You may opt-out of such communications at all times by following the opt-out instructions contained in the e-mail. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you transactional e-mails, such as about your account or any Services you have requested or received from us.

10. Additional Rights for EEA individuals

According to the GDPR, individuals in the EEA have the below rights with respect to their personal information. Please note that your ability to exercise certain rights (objection; portability) will depend on the basis on which your personal information is processed (see section ii), and the exercise of all rights may be subject to exemptions or restrictions under applicable law – we will advise you if we rely on these. We may also need to ask you to provide evidence of your identity before complying with a request.

Right of access: You can ask us to: confirm whether we are processing your personal information; give you a copy of that information; provide you with other information about your personal information such as what data we have, what we use it for, who we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, how you can make a complaint, where we got your information from and whether we have carried out any profiling, to the extent that such information has not already been provided to you in this Policy.

Right to rectify and complete personal information: You can ask us to rectify inaccurate information. We may seek to verify the accuracy of the data before rectifying it.

Right of erasure: You can ask us to erase your personal information, but only where: it is no longer needed for the purposes for which it was collected; you have withdrawn your consent (where the data processing was based on consent); following a successful right to object (see ‘Objection’ below); it has been processed unlawfully; or to comply with a legal obligation to which we are subject. We are not required to comply with your request to erase your personal information if the processing of your personal information is necessary: for compliance with a legal obligation; or for the establishment, exercise or defense of legal claims. There are certain other circumstances in which we are not required to comply with your erasure request, although these two are the most likely circumstances in which we would deny that request.

Right of restriction: You can ask us to restrict (i.e., keep but not use) your personal information, but only where: its accuracy is contested, to allow us to verify its accuracy; the processing is unlawful, but you do not want it erased; it is no longer needed for the purposes for which it was collected, but we still need it to establish, exercise or defend legal claims; you have exercised the right to object, and verification of overriding grounds is pending. We can continue to use your personal information following a request for restriction, where: we have your consent; to establish, exercise or defend legal claims; or to protect the rights of another natural or legal person.

Right to object to our use of your personal information for direct marketing purposes: You can request that we change the manner in which we contact you for marketing purposes. You can request that we not transfer your personal information to unaffiliated third parties for the purposes of direct marketing or any other purposes.

Right to object for other purposes: You have the right to object at any time to any processing of your personal

information which has our legitimate interests as its legal basis. You may exercise this right without incurring any costs. If you raise an objection, we have an opportunity to demonstrate that we have compelling legitimate interests which override your rights and freedoms. The right to object does not exist, in particular, if the processing of your personal information is necessary to take steps prior to entering into a contract or to perform a contract already concluded.

Right to (data) portability: You can ask us to provide your personal information to you in a structured, commonly used, machine-readable format, or you can ask to have it “ported” directly to another Data Controller, but only where our processing is based on your consent and the processing is carried out by automated means.

Right to withdraw consent: You can withdraw your consent in respect of any processing of personal information which is based upon a consent which you have previously provided.

Right to obtain a copy of safeguards: you can ask to obtain a copy of, or reference to, the safeguards under which your personal information is transferred outside the EU/EEA. We may redact data transfer agreements to protect commercial terms.

Right to lodge a complaint with your local supervisory authority: You have a right to lodge a complaint with your local supervisory authority if you have concerns about how we are processing your personal information. We ask that you please attempt to resolve any issue with us first, although you have a right to contact your supervisory authority at any time.

Submitting a GDPR Request: please contact us as set out in the “Contact Us” section below to exercise one of these rights. If we receive any requests from individuals related to the Platform Data, we will forward the request to the relevant clients.

11. Children

Please refer to our COPPA Policy with respect to the personal information collected from children and students under the age of 13 via the Services. Children under the age of 16 cannot legally give their consent. Instead, consent of their parent or legal guardian needs to be provided.

12. Retention

We will generally keep personal information only for as long as it remains necessary for the identified purposes or as authorized or required by law. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated data, account recovery, or if required by law. All retained personal information will remain subject to the terms of this Policy.

13. Changes to this Policy

This Policy is current as of the date set forth above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on our [Site](#). If we make any changes to this Policy that materially affect our practices with regard to the personal information we will endeavor to provide you with notice in advance of such change by prominently highlighting the change on our Site or make other appropriate notice to you.

14. Contact Us

If you have any questions, comments or concerns about the privacy aspects of our Services or would like to make a complaint, please contact:

Vinay Mahadik

Privacy Director

Securly, Inc.

111 N. Market Street, 4th floor, Suite 400

San Jose, California 95113

United States

support@securly.com

1 (855) 732-8759 (ext. 101)



Navigate360

Building safer tomorrows.

Navigate360 is a leading industry provider delivering holistic safety and security solutions to communities across the nation. Navigate360 is comprised of technology experts with extensive experience in software development, customization and project management. Our team has developed several technology platforms designed to support school districts in managing the security of their communities while facilitating safe environments for staff and students to work, learn and thrive.

Navigate360's focus is on the development of innovative and comprehensive software solutions designed for ease of use. Through the deployment of an extremely qualified team, Navigate360 develops and delivers robust and intuitive solutions securing the safety and security of communities. Our team has successfully designed and implemented safety and security software solutions to more than 7,500 school systems, 5,000 law enforcement agencies, 4,000 businesses, and growing.

Navigate360 is exceptionally qualified in professional services and advanced technology with a strong concentration in K-12 education. We specialize in the design, development and implementation of software technologies with attention and focus to School District needs. Utilizing proprietary technologies, consistent and proven methodologies, Navigate360 serves to empower School Districts execute legislatively mandated and best practice emergency protocols and protections.

Navigate360's software technology portfolio consists of the successful development and deployment of Visitor Management System, Emergency Management Suite, Behavioral Threat Assessment Manager (NTAC & CSTAG), CSTAG Blended Learning Workshops by Dr. Dewey Cornell, P3 Campus Anonymous Reporting, Suite360 Social & Emotional Learning, School Safety & Wellness Suite eLearning, Social Sentinel Digital Safety, and Health Screener Tool, an immediate response to the current pandemic designed to assist schools quickly manage the ever emerging requirements and regulations they face.

We are committed to the continuous development and customization of software technology solutions. It is our mission to provide safe learning environments for staff, students, and community members to build confidence and thrive. Navigate360 offers proven technology, education and professional services delivering the latest in preventing and preparing for, responding to and recovering from threats and emergencies.



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Navigate360, LLC** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 [REDACTED], 2021 (“Effective Date”) and shall continue until 12:00 midnight (CST) on [REDACTED], 2024, 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. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without

advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
 - (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
 - (2) Consult with the Cooperative and Members regarding its response;

- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, 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, ESUCC, 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.

9. 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.

10. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members 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.

- 11. 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.
- 12. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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.
- 13. 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.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, 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.
- 15. 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.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is: **46-2392448**

- 17. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. 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: Navigate360, LLC
3900 Kinross Lakes Parkway, Suite 200
Richfield, Ohio 44286

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

- 19. 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, ESUCC, or the Cooperative upon request.
- 20. 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.
- 21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 cause 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.
- 26. 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.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 28. 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.

- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables
- Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

COOPERATIVE

By: _____
 Name: Brian Carter
 Title: Chief Revenue Officer
 Date: _____

By: _____
 Name: Kraig Lofquist
 Title: Executive Director
 Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

- **Navigate360's *Scope of Goods* is shown on the following page.**

➤ Behavioral Threat Assessment Manager: National Threat Assessment Center (NTAC)

Navigate360's Behavioral Threat Assessment Manager helps threat assessment teams in schools to break down information silos to reduce bullying, acts of violence and self-harm to improve educational outcomes. As one component of an overall strategy, threat assessment works to create cultures and climates of safety, respect and emotional support. In collaboration with the leading experts in behavioral threat assessment, Navigate360 has developed a simple user interface platform designed to guide and support your threat assessment teams and processes.

ALIGNMENT Your work will align with leading behavior threat assessment processes, ensuring a consistent, proven approach.

STREAMLINED PROCESS Teams can minimize time on task and focus on collecting and analyzing critical information.

COMPREHENSIVE PROCESS Ensure your teams are following the complete process with built-in guidance and an intuitive interface.

COLLABORATION Our solution is designed with teams in mind. Data entry and team collaboration are strongly supported.

SHARING Key to the threat assessment process is the ability to share information with outside agencies, including law enforcement and mental health providers.

REDUCED LIABILITY Implementing a proven, consistent process with detailed documentation, task assignments and secure access mitigates risk.

Our Behavioral Threat Assessment Manager software provides you with a simple user interface that offers a consistent, thorough process for threat assessment, based on the most widely used behavioral threat assessment models. It walks you through step by step:

1. **SCREEN** Identify whether there is imminent danger and determine the need for a full threat assessment investigation.
2. **GATHER** Obtain and create a record of information from knowledgeable sources including parents, students, teachers, other school staff, etc.
3. **ANALYZE** Understand specific concerns regarding the person, motive, targets, and ability to carry out an act of violence by exploring 11 key themes that may indicate potential for violence.
4. **ASSESS** Use the insights gained from the Analyze step to determine whether the person or situation poses the threat of violence.
5. **MANAGE** Determine the appropriate course of action and response plan for the identified threat.

➤ Behavioral Threat Assessment Manager: Comprehensive School Threat Assessment Guidelines (CSTAG)

Behavioral threat assessment helps to address the problem of targeted violence. As one component of an overall strategy, it works to create cultures and climates of safety, respect and emotional support. Navigate360 works with leading experts to develop a secure, cloud-based platform to guide and support your threat assessment teams and processes.

- Enhance your safe school culture
- Reduce bullying and acts of violence
- Increase student success

Leveraging robust technology enables you and your teams to streamline the assessment process and focus attention on the needs of your students. Designed with teams in mind, the Behavioral Threat Assessment Manager aggregates data, creates tasks, notifies team members, facilitates collaboration and provides case tracking and reporting.

Built-in, expert guidance and integrated training help ensure your teams are following the prescribed process, regardless of experience level. The technology reinforces a consistent, defensible methodology across the district, mitigating risk and building confidence.

Evidence-based Methodology

The Navigate360 Behavioral Threat Assessment Manager is the only threat assessment software that fully incorporates the Comprehensive School Threat Assessment Guidelines (CSTAG). The CSTAG model takes a problem-solving approach to violence prevention with an emphasis on avoiding the errors of overreaction and underreaction to student threats.

The CSTAG Difference

The CSTAG method is shown to improve student outcomes, including:

- Suspension rates decreased
- Racial disparities reduced or absent
- Counseling used more often
- More positive school culture

How it Works

Using Navigate360's interactive software, your threat assessment team can document and assess each case and more effectively implement harm reduction plans for at-risk students. The software allows district officials to track and monitor ongoing cases across multiple schools and easily retain records electronically. Additionally, the software can help schools comply with state regulations that may require the transfer of records across schools. The essential CSTAG process:

1. Evaluate and triage
2. Resolve transient threats
3. Respond to substantive threats
4. Conduct safety evaluation
5. Implement and monitor safety plan

➤ Behavioral Threat Assessment CSTAG Online Learning

Dewey G. Cornell, Ph.D. is the primary developer and copyright holder for the Comprehensive School Threat Assessment Guidelines (CSTAG), a threat assessment model for K-12 schools. CSTAG was previously known as the Virginia Student Threat Assessment Guidelines. Training in the CSTAG model is provided by Dr. Cornell and his associates through School Threat Assessment Consultants, LLC. There are no individuals authorized to provide CSTAG training.

Dr. Cornell now provides online training in the CSTAG model solely in partnership with Navigate360. Training is provided in two parts: Level 1 consists of 8 asynchronous modules completed online through the Navigate360 platform and Level

2 is a live virtual workshop conducted by Dr. Cornell or one of his associates through School Threat Assessment Consultants.

Each step and process section in the CSTAG model within Navigate360's proprietary software solution is accompanied by direct guidance from Dr. Cornell to assist all users as they manage threat assessment cases. This guidance "button" is updated for each user to reflect where the individual users are within the process, ensuring consistent support throughout threat assessment case work.

➤ Emergency Management Suite

Navigate360's Emergency Management Suite is a virtual safety preparedness solution uniquely designed for K-12 schools. With a holistic platform of emergency preparedness tools, Navigate360 empowers schools to develop and execute effective safety programs that prepare staff and students to confidently respond in emergency situations.

SAFETY PLANS Quickly and easily create a comprehensive safety plan compliant with federal and state guidelines for each school with our Safety Plan Wizard.

DRILL MANAGEMENT Schedule, log, post to your website, and track drill progress for each school. Implement real-world scenarios for more effective drills.

VIRTUAL BINDERS Organize and share safety documents from one central location. Eliminate printing costs and improve accuracy

REAL-TIME EMERGENCY RESPONSE FLIPCHARTS Provide staff with quick access to current, step-by-step emergency procedures directly on their smart phone or tablet.

PANIC, ALERTS AND NOTIFICATIONS Initiate emergency alerts and engage through in-app communication throughout emergencies and drills.

STAFF AND STUDENT APP-BASED ROSTERS Empower staff to account for students by name during drills and emergencies — improving speed and accuracy while reducing stress.

INTERACTIVE FLOORPLANS Color code rooms and identify life safety equipment throughout each building. Invaluable tools for dispatchers and first responders.

REUNIFICATION Leverage a role-based approach focused on areas where technology can best assist the reunification process.

Emergency Management Suite - What to Expect

Your experience as a new customer begins with our Onboarding program. Navigate360 assigns a dedicated implementation specialist who works with your team to understand your school safety goals and builds the program around those priorities. Onboarding milestones are established to help ensure everyone stays on track and is successful in the process. Once onboarding is complete, Navigate360 keeps your team informed of new features, updates, your state's latest school safety requirements and other resources.

Meanwhile, there are countless resources available to help, whenever you need it, including:

- How-to guides
- Videos

- Recorded webinars
- Conversations with your customer success representative via chat, email or phone

School safety is a journey, not a destination. Our goal is for your team to leverage all aspects of the software, maximizing your district's emergency preparedness and building their confidence in school safety.

➤ P3 Campus: Anonymous Tip Reporting

Navigate360's P3 Campus: Anonymous Tip Reporting is an anonymous reporting software designed specifically for use in schools to supplement student safety and mental health initiatives. P3 Campus: Anonymous Tip Reporting empowers students to be proactive in the emotional and physical well-being of their peers by providing a tool to anonymously share information directly with the proper authorities, while giving school safety teams the ability to intervene appropriately and effectively.

The Leading Solution for Crime Stoppers Programs Around the World

- Tip management is the single most important element for a Crime Stoppers program, and it is imperative for the product to be feature rich, stable, and well supported.
- P3 Community is the chosen tip management solution for nearly 400 Crime Stoppers programs around the world.
- P3 Community is guaranteed to be the very best product of its type globally and our support has always been second to none.

A Turnkey Solution to Support Local Law Enforcement

- P3 Community is a critical solution enabling Law Enforcement Agencies to take and manage their own tips in-house when the agency does not have the option of utilizing a local Crime Stoppers program.
- Tips may be seamlessly assigned to various personnel/units for investigation and disposition. Includes fully integrated modules for entering and managing all your Wanted Fugitives with unlimited outbound alerts to the public.
- These items can be embedded in the agency's own website via our integrated widget, in the agency's P3 mobile application.

Valuable Intelligence for Government Agencies, Fusion Centers and Military Defense

- P3 Community is the perfect solution for the global tip management needs of all state and federal agencies.
- P3 Community is helping to protect our men and women in uniform by solving and preventing crime throughout the world.

The leading tip acquisition and tip management solution for public safety agencies across the nation:

- Easily manage tips received via phone, web, and mobile app.
- Enjoy full two-way dialog with tipsters. Real-time chat and anonymous push notifications to tipsters.
- Immediate exchange & sharing of tips without the traditional push/pull E-transfer routines.
- Content alerts based on keyword watch-lists along with notices on pre-existing names and addresses.
- New enhanced communications between the programs, call centers and recipients at the tip level.
- All updates to a tip are done to the original tip regardless of the source of additional information.
- All recipients can access, view, and update the status and disposition of tips online.
- Enhanced logging of all transactions at the tip level.
- Comprehensive dashboard view and extensive reporting and graphing capabilities.
- Seamless integration with Raids Online/LexisNexis crime map for receiving tip submissions on mapped crimes.
- Manage Wanted Fugitives for web and mobile display.
- Multi-language capable for global use

➤ Social Sentinel: Social Media & Email Scanning Technology for Schools

Navigate360's Social Media & Email Scanning Technology helps to ensure safety, security, and wellness of school districts entire school community. Powered by unrivaled technology, our products respectfully create awareness of safety-related content related to communities.

Navigate360's Social Media Scanning provides a streamlined way to access and understand those conversations happening across a multitude of social media channels. Our technology tunes out the noise from billions of irrelevant posts, delivering only those that matter most—along with the context to assess them. We established direct integrations with our social media partners wherever possible. Doing so connects you to information that helps you understand your community, allowing you to keep your students safer.

Solution Features:

- We scan public social media posts across relevant platforms, and offer direct integrations into Twitter, Facebook Pages, Instagram, YouTube, and Reddit.
- Social media posts scanned far beyond the geofence through our proprietary association methods.
- Near real-time alerts delivered when potentially threatening content is detected. Meaningful alerts and comprehensive insights are provided through the platform so you can take thoughtful and appropriate action when necessary.
- In-app reports highlight social media alert and discussion activity.
- Aggregated public data delivered as Trending Topics provide insights into the overall school climate.
- Social Sentinel-supported account set up customized to your school district's social media landscape. This includes: adding related social media channels and handles, as well as reviewing keywords and language that align with your district and community.

Discussions Lead to Trending Topics.

Relevant, non-imminent info is classified and delivered to the Discussions queue. Entries here feature content that, when analyzed in aggregate, reflect your district's safety and wellness climate.

Powered by Discussions.

We report out Trending Topics for a sense of what currently resonates within your schools, and could assist in shaping your safety and security initiatives. Using our proprietary clustering algorithm, Trending Topics are updated hourly; giving you an informed climate snapshot of your community.

Protect and Respect Privacy.

Alerts are delivered only when potentially harmful content is matched to you through our automated association methods.

Find the Needle in the Digital Haystack.

Our technology does the heavy lifting—scanning billions of online data points, so you don't have to.

Dedicated Support.

Our team of system experts guide you through the set-up process and provide ongoing support for optimized account performance.

Intuitive, Informative User Experiences

- On-the-go alerts. Receive alerts and the context to assess them on your mobile device in near real-time.

- Dive deeper into the data. Our desktop dashboard gives you details about the combined performance of your subscribed products, and an ability to dive deeply into meaningful context.

Customized Access Management. Configurable user permissions ensure alignment between available information within your account and your team members who need access.

➤ Visitor Management System

Built from the ground up, Navigate360's Visitor Management enables school staff to welcome your community in while seamlessly keeping people of concern out.

- Reduce data entry tasks for front office staff
- Streamline front office processes for staff and parents
- Better response time for concerning situations
- Improve communications within the school and with parents
- Schedule and track excused, late arrivals and early dismissals

Navigate360 Visitor Management calms the chaos around managing visitors in your school. Take the guesswork out of allowing people into your building by giving your team the information they need to control the complexities of the front office, quickly and efficiently.

Evolving Visitor Experience

Reduce the spread of illness with no-contact check-in for all vetted individuals. Open communication between safety systems; enables transparency and captures needed information regarding unwanted visitors. Highly intuitive interface to keep staff focused on visitors and not the technology.

Welcome and Protect

A 1-click process in a modern user interface allows for seamless check-in and check-out process for all permitted visitors. Manage early dismissal and tardiness. Proactively monitor who is in your building and why.

Smart Integrated Technology

Configure the system to conform to your existing policies and integrate with your student information system. Instantly send security alerts and notification of unwanted visitors to staff, students and guardians. Manage and direct resources with critical insights in real time, through integration with Navigate360's Emergency Management Suite and Behavioral Threat Assessment Manager.

Navigate360's Smart Visitor Management Key Features:

- Scan U.S. IDs, Sex Offender Check & Custom Blocklists/Restriction Lists
- Screen for wellness with the Health Screener Tool
- Connect guardians with students for easier check-in and restrictions updates
- Leverage the Alerting and Notification System to inform staff, security and guardians in real time
- Integrate your SIS with Navigate360's school safety platforms
- Built on AWS cloud technology, providing you with stability, security and scalability
- Monitor visitors with a real-time view via the interactive dashboard
- Maximize customer service chat features and dedicated customer success representatives

➤ Suite360 Social Emotional Learning

Navigate360's Suite360 provides a consistent delivery of social-emotional learning as both classroom-based and student-driven experiences aligned with the CASEL framework and competencies that will help your students achieve these positive outcomes.

Suite360 comes with a content library and scaffolded curriculum that responds to the growing list of challenges students face. Content includes videos, interactive games, articles, and other engaging multimedia. All content is tagged by topic, grade, and CASEL competency, so you can find what you need when you need it.

The Suite360 Topic library is updated each year to keep it fresh and engaging and includes lessons on:

- Mental health care
- Self-awareness
- Effective communication skills
- College and career prep
- Bullying and cyberbullying
- And hundreds more lessons on topics critical to your students

Evidence-Based Research

Evidence-based research is important to the development of Suite360 content. CASEL (National Collaborative for Academic, Social, and Emotional Learning) is the trusted source for knowledge about high-quality, evidence-based social and emotional learning (SEL). CASEL's framework for SEL is widely used as the foundation for SEL programs. All Suite360 lessons are CASEL-aligned and meet students where they are with age-appropriate relevant to the issues and concerns students face today. The Suite360 programs supports CASEL's mission to advance implementation of SEL in schools and their extensive research linking SEL to academic achievement and other positive outcomes for students.

When a Suite360 lesson module is created, the content's foundation is rooted in at least one of the five CASEL competencies. Navigate360's Suite360 Themes are developed over 36 themes, cataloged and tabulated by grade level.

Suite360:Student comes with a content library and scaffolded curriculum that responds to the growing list of challenges students face. Content includes videos, interactive games, articles, and other engaging multimedia. All content is tagged by topic, grade, and CASEL competency, so you can find what you need when you need it. The Suite360:Student Topic library is updated each year to keep it fresh and engaging for students and includes lessons on:

Professional Development

Professional development for this program is provided by Navigate360, the publisher of the Suite360 Student program.

Professional development includes:

- Strategy session with district staff
- Strategy/implementation guidance training for School Staff
- Implementation training for classroom teachers
- Self Help videos and articles in the client help desk
- Access to the *Mindful Monday* newsletter, published weekly, to provide additional information to teachers and administrators on key SEL concepts, ideas, and resources.

Suite360:Staff

Suite360 Staff lessons provide information to school staff about key SEL topics and steps they can take throughout the school day to support students. Additionally, a series of Suite360 Staff lessons align directly with the Suite360 Student program. These Student-aligned Staff lessons provide teachers with information about how to teach and reinforce concepts with students prior to leading a lesson on these topics. For example, a teacher may participate in a lesson on teaching students about bullying the week prior to students receiving a Suite360 lesson about bullying. These Staff lessons also include key information about the lesson students will receive so they can better prepare for that upcoming lesson. Teachers are encouraged to participate in open-ended reflection questions to further guide and plan for their professional development.

Suite360: Parent

Suite360:Parent lessons align with Suite360:Student. Suite360:Parent delivers web/mobile lessons to parents to equip them to have smart conversations with their kids about behavior and social & emotional learning. Privacy and convenience are key, and so is a constant flow of information to parents. The days of posting the student/parent PDF handbook on the school's website are over. Today, feeding web and mobile "lessons" to parents is a far more effective way to engage them.

Suite360: Mental Health & Prevention

Suite360: Mental Health & Prevention consists of seven 50 minute lessons per grade (grades 6-12) and 20-30 minute lessons per grade (K-5). Each set of lessons is developmentally appropriate for the grade it is directed to. These lessons are structured to be completed in a single sitting. The following demonstrates topics included in Suite360:Mental Health & Prevention. Each topic is scaffolded by grade level.

Suite360: Intervention

Schools and districts across the country are moving away from out-of-school suspensions and toward more constructive disciplinary practices. Suite360:Intervention turns discipline into a learning opportunity by providing students with lessons based on their infraction.

Suite360:Intervention provides students with learning opportunities for common infractions.

- Drugs and alcohol
- Lateness and absences
- Vaping
- Marijuana
- Intolerance of others
- (dozens of conduct issues...)

Each lesson provides students with the opportunity to learn the impact of their actions and help decide how to make things right with the victim and any others affected. "Students who participate in [the Restorative Practices] process are more likely to gain positive attitudes toward authority and to the concepts of fairness and justice (National Center Brief, 2009, p. 5-6)."

➤ School Safety & Wellness Suite

The Navigate360 School Safety and Wellness Suite gives your team access to a holistic and evolving library of robust content designed to maximize their safety on all levels. As the leader in active shooter response training, you can be certain that our content and methodologies are of the highest caliber. On Demand eLearning courses offer unlimited accessibility, giving staff the flexibility to learn when it's most convenient for them, leaving more time to focus on students. Additionally,

the eLearning programs incorporate significant levels of engagement and are built on educational standards to maximize comprehension and retention. Amid uncertainty and risk in a society that often reverts to violence, you must prepare your staff in every way possible. The School Safety and Wellness Suite focuses your staff on understanding what it takes to be a safer individual at work, home and in the community.

Navigate360 Safety & Wellness Suite

- Addiction: Opioids and Addiction Awareness
- ALICE Active Shooter Response Training
- Suicide Awareness and Prevention
- Trauma Recovery Response Planning
- Understanding Bullying
- Behavioral Threat Assessment Training
- Digital Civility
- Harassment and Stalking
- Reunification

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

- **Navigate360's Pricing is shown on the following page.**

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 thirty (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, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, 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 (60) 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, ESUCC, Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.



All Items offered by Navigate360, NaviGate Prepared, P3, Social Sentinel, Evolution Labs - CONFIDENTIAL

Subscription Products and Manuals	Product #	Description	Units description - (each, dozen, hour, day, etc)	MSRP	% Discount	NE ESU CC Price
Emergency Management Suite Subscription-per Student	5000	Emergency Management Suite Platform subscription with full unlimited access to all users	Cost Per Student Enrollment	\$3.00	5.00%	\$2.85
Behavioral Threat Assessment Manager Subscription- NTAC Per Student	3875	Threat Assessment Platform using NTAC methodology with full unlimited access to all users.	Cost Per Student Enrollment	\$2.00	5.00%	\$1.90
Behavioral Threat Assessment Manager Subscription- CSTAG Per Student	6002	Threat Assessment Platform using CSTAG methodology with full unlimited access to all users.	Cost Per Student Enrollment	\$2.00	5.00%	\$1.90
P3 Campus - District	7005	Access to the P3 Campus platform for anonymous tip reporting across the school district.	Cost Based on Student Enrollment Band 1 - 1,000,000+ Enrollment	\$3,500-\$100,000	5.00%	\$3,325-\$95,000
Social Media Scanning	7004	Access to digital scanning of social media including Twitter, Youtube, Facebook, Instagram and Reddit for content that is threatening to others or harmful to the organization and its members.	Cost Based on Student Enrollment Band 1-25,000+	\$2,500-\$30,000	5.00%	\$2,375-\$28,500
Signals Social & Email Scanning Bundle	7003	Access to digital scanning of social media (including Twitter, Youtube, Facebook, Instagram and Reddit) and email (including integration with Gsuite - Gmail, Google Hangouts, Google Drive, or integration with Microsoft email) for content that is threatening to others or harmful to the organization and its members.	Cost Based on Student Enrollment Band 1-25,000+	\$2,500-\$37,500	5.00%	\$2,375-\$35,625
Suite360 Student	1007-1000-1005-1000	Social Emotional Learning (SEL) and character education curriculum for students	Cost Per Student Enrollment	\$2.75	5.00%	\$2.61
Suite360 Staff	1007-1000-1005-1001	Staff training and PD program for understanding character ed, diversity, inclusion, mental health and SEL	Cost Per School	\$2,000.00	5.00%	\$1,900.00
Suite360 Intervention	1007-1000-1005-1003	Tier 2/3 behavioral intervention and restorative justice program for students	Cost Per School	\$2,750.00	5.00%	\$2,612.50
Suite360 Parent	1007-1000-1005-1002	Parent companion content for Suite360 Student	Cost Per Student Enrollment	\$2.00	5.00%	\$1.90
Suite360 Mental Health & Prevention	1007-1000-1005-1004	Mental health, child trafficking and substance abuse prevention curriculum for students.	Cost Per Student Enrollment	\$2.50	5.00%	\$2.38
Visitor Management	1000-1000-1004-0000	Access to the Visitor Management platform.	Cost Per Student Enrollment	\$1.50	5.00%	\$1.42
School Safety & Wellness Suite eLearning	1000-1000- 1000-1004	Access to all courses included within the School Safety and Wellness Suite.	Cost Per Student Enrollment	\$3.50	5.00%	\$3.33
CSTAG Manuals	1000-1001-1001-5002	Comprehensive School Threat Assessment Guidelines Manual for Threat Assessment Team members.	Cost per Manual	\$50.00	5.00%	\$47.50
Professional Services	Description	Units description - (each, dozen, hour, day, etc)	MSRP	% Discount	NE ESU CC Price	
Site Mapping - Ancillary Building Per Building	Ancillary Building Onsite Service - Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Site Mapping - Elementary School Per Building	Elementary/Intermediate/Primary School Onsite Service - Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Site Mapping - Middle School Per Building	Middle School/Jr. High Onsite Service Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Site Mapping - High School Per Building	High School Onsite Service - Site Mapping	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Implementation Fee Emergency Management Suite Per Student	Setup and Training for the Emergency Management Suite	Cost Per Student Enrollment One Time Fee	\$0.25	0.00%	\$0.25	
Implementation Fee Behavioral Threat Assessment Manager Per Student	Setup and Training for the Behavioral Threat Assessment Manager	Cost Per Student Enrollment One Time Fee	\$0.25	0.00%	\$0.25	
CSTAG Level 1 eLearning	eLearning course for Threat Assessment Team members to apply the CSTAG methodology.	Cost per Participant Bands 1-76+ One Time Fee	\$85-\$130	0.00%	\$85-\$130	
CSTAG Level 2 Live Virtual Training	Approximately 4 hours of Live Virtual Training for Threat Assessment Team members to apply the CSTAG methodology.	Per Workshop for up to 100 Participants - One Time Fee	\$ 2,500.00	0.00%	\$ 2,500.00	
BTA- NTAC Team Training	Approximately 3-4 hours of training for new or existing Threat Assessment Teams on Behavioral Threat Assessment using the NTAC methodology. Includes tabletop exercises with previous case examples.	Per Workshop for up to 100 Participants - One Time Fee	\$ 4,500.00	0.00%	\$ 4,500.00	
P3-Implementation Fee Anonymous tips reporting	Setup and training for the P3 anonymous tip reporting platform.	One Time Fee	\$ 500.00	0.00%	\$ 500.00	
Suite360 Service and Support	Service and support for any Suite360 program	Per School, Per Year	\$ 500.00	0.00%	\$ 500.00	
Onboarding and Implementation-CSTAG eLearning	Onboarding and implementation of CSTAG Training.	One Time Fee	\$ 500.00	0.00%	\$ 500.00	
Assessment/Audit: (Risk, Security, and/or Vulnerability)	Std Statement of Work based on location(s) to be assessed/audited	Cost Per Building quoted based on sq footage and floorplan - One Time Fee	Quoted	0.00%	Quoted	
Implementation Fee Visitor Management Per Student	Virtual setup and training for the Visitor Management platform.	Cost Per Student Enrollment One Time Fee	\$ 0.25	0.00%	\$ 0.25	

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: _____
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Bob Kraft
- b. Title: Education Industry Specialist, Regional
- c. Phone: 330.661.0611
- d. Email: bkraft@navigate360.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Accounts Payable
Contact email address: ap@navigate360.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:
Craig Peterson
308-995-0665
craig.peterson@esucc.org

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

- **Navigate360's *Master Service Agreement and Software Services* is found on the following page.**

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), dated as of ____ (the “**Effective Date**”), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the “**Company**”) and Customer, whose detailed information is set forth on the applicable Order Form (the “**Customer**”).

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. The defined terms for this Agreement and its attachments are set forth at [\[definitions link\]](#).
2. Services. Company shall provide the Services to Customer pursuant to the Addenda that are marked with an “X” below, and as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

_____ Addendum A: Software Services

_____ Addendum B: Training

The Addenda set forth specific terms and conditions applicable to the Services. Only Addenda marked with an “X” shall be provided with this Agreement. Additional Services may be purchased after the Effective Date subject to execution of additional Addendum.

3. Company's Obligations.
 - 3.1 Company shall:
 - (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
 - (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
 - (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
 - (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
 - (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.
 - 3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.
 - 4.1 Customer shall:
 - (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the “**Customer Contract Manager**”);
 - (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, accurate maps, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services.
 - (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
 - (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations

under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Term and Termination.

5.1 Term and Renewal. The initial term of this Agreement shall be 3 years from the Effective Date (the “**Initial Term**”). Thereafter, the term of this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of nonrenewal to the other party at least 90 days prior to the end of the then-current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 5.

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to a 3% annual increase.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights; Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

10. Indemnification.

10.1 Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a “**Customer Indemnitee**”) from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and
- (b) Company’s material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer’s receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

- (a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;
- (b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;
- (c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or
- (d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 Customer shall defend, indemnify, and hold harmless Company and Company’s Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;
- (b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and
- (c) Customer’s breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party’s sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party’s prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party’s failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party’s:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS,

CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date

mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:
Navigate360, LLC
3900 Kinross Lakes Parkway, Second Floor
Richfield, Ohio 44286
Email: legal@navigate360.com
Attention: General Counsel

If to Customer:
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in the State of Ohio. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.12 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

SOFTWARE SERVICES ADDENDUM

1. Integration. This Software Services Addendum (“**Addendum A**”) attached to that certain Master Services Agreement between the parties (the “**MSA**”) constitutes a binding agreement between Company and Customer in accordance with the terms and conditions thereof. In the event any of the provisions of this Addendum A are in conflict with any of the provisions of the MSA, the terms and provisions of the MSA shall control, unless this Addendum A expressly provides that its terms and provisions shall control.

2. Definitions. The defined terms for this Addendum A and its attachments are set forth at [\[definitions link\]](#).

3. Access and Use.

3.1 Provision of Access. Company hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15.6 of the MSA) right to access and use the Platform during the Subscription Term, solely for use by Authorized Service Recipients in accordance with the terms and conditions set forth in this Addendum. Such use is limited to Customer's internal use. The total number of Authorized Service Recipients and buildings covered (if applicable) set forth in the applicable Order Form cannot be decreased during the Subscription Term, and the total number of Authorized Service Recipients and buildings for which the Platform is used (if applicable) will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and, if increased, subject to any appropriate adjustment of the fees payable in connection therewith. If any amount owing by Customer under this or any other agreement for the Services is 30 days or more overdue, Company may, without limiting Company's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Company's use of the Platform until such amounts are paid in full.

3.2 Access and Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Addendum. Customer may not access or use the Platform if Customer is Company's direct competitor, except with Company's prior written consent. In addition, Customer may not access or use the Platform for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Service Recipients to: (i) copy, frame, mirror, modify, or create derivative works of the Platform or Pre-Existing Materials, in whole or in part, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (ii) rent, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Pre-Existing Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Platform or Deliverables. Customer shall not disclose the results of any benchmark tests run on the Platform, without the prior written approval of Company.

3.3 Passwords. Customer and its Authorized Service Recipients are responsible for keeping its passwords and access credentials associated with the Platform confidential and assumes all responsibility for doing the same. Neither Customer nor any Authorized Service Recipients shall sell or transfer them to any other person or entity. Customer will promptly notify Company about any unauthorized access to its passwords or access credentials. Company acknowledges that Company must have access to Customer's systems and any and all systems and resources to perform its duties. As such, Company must have access to Customer's passwords. If a password is lost or not available, Company will not be held liable for being unable to provide the Platform or the Services.

3.4 Suspension. Company may suspend or terminate Customer's right to access or use any portion or all of the Platform, or its Services, immediately upon notice if: (i) Customer's use of the Platform (a) poses a security risk to the Platform or any third party, (b) could adversely impact Company systems, the Platform, or the systems or data of any other Company customer or third party, (c) could subject Company, its Affiliates, or any third party to liability, or (d) could be fraudulent, illegal, or contrary to Company's documentation or instructions; or (ii) Customer is in breach of this Addendum. If Company suspends Customer's right to access or use any portion of the Platform, Customer remains responsible for all fees and charges Customer incurs during the period of suspension.

4. Service Levels and Support. The Platform shall be available according to the service levels set out at [\[www.servicelevel.com\]](#)

5. Platform Availability. Company shall use commercially reasonable efforts to keep the Platform operating smoothly and efficiently and to make the Platform available 24 hours a day, 7 days a week, except for: (i) Scheduled Downtime, of which Company shall give notice via the Platform and which Company shall schedule to the extent practicable during the weekend hours (i.e., from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday) or such other days and times so as to minimize interference with Customer's daytime business activities; or (ii) any unavailability caused by circumstances beyond Company's reasonable control, including without limitation, Force Majeure Events, strikes or other labor problems (other than those involving Company's employees), or internet service provider failures or delays. Customer acknowledges and agrees that, given that the Platform operates using computer equipment, computer software programs, telecommunications services, and the internet, Company shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control. Company will maintain adequate backup arrangements and equipment in order to maintain Customer's data stored on or through the Platform in the event of the failure of any of Company's equipment.

6. Platform Downtime. If Customer opts out or otherwise objects in writing to Company prior to commencement of a Scheduled Downtime, Company shall not be liable for the failure to obtain any such updates or other maintenance or adjustments to the Platform. Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies to the extent that such

delays or deficiencies are caused by Customer's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.

7. Maintenance Releases. During the Subscription Term, Company will provide Customer with all Maintenance Releases (including updated Deliverables) that Company may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Company to Customer are deemed part of the Platform. Customer agrees that Company has no obligation to continue to provide or enable any particular features or functionality. Customer does not have any right hereunder to receive any New Versions of the Platform that Company may, in its sole discretion, release from time to time. Company may license any New Version at Company's then-current list price and subject to a separate Order Form, provided that Customer is in compliance with the terms and conditions of this Addendum.

8. Platform Suggestions and Improvements. If Customer provides any suggestions to Company or its Affiliates, Company will be entitled to use the suggestions without restriction. Customer hereby irrevocably assigns to Company all right, title, and interest in and to the suggestions and agrees to provide assistance in documenting, perfecting, and maintaining Company's rights in the suggestions.

9. Use of Data. Customer hereby grants Company a perpetual, royalty-free license to use all data and analytics related to the Platform, and Customer's use thereof, for purposes of using the data to improve the Platform and the product offerings of Company, and for other purposes, including, without limitation, other business applications by Company, all of which rights shall survive the expiration of the term or termination, and shall be without any payment from Company.

10. Student and Staff Records. Company acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "**Records**"). The Records are the sole property of Customer. Company shall maintain the confidentiality of the Records. Company shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. Company may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure. Customer is solely responsible for obtaining all rights, permissions, and consents from its users and other personnel that are necessary to grant the rights under this Addendum.

11. Company's Responsibilities.

11.1 Company shall provide the Platform in accordance with applicable laws and government regulations.

11.2 Company will employ reasonable safeguards to protect the security of the Platform.

12. Customer's Responsibilities.

12.1 Customer shall pay the subscription fees set forth in the applicable Order Form, on payment terms set in the MSA.

12.2 Customer is responsible and liable for all uses of the Platform and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Service Recipients, and any act or omission by an Authorized Service Recipients that would constitute a breach of this Addendum if taken by Customer will be deemed a breach of this Addendum by Customer. Customer shall use reasonable efforts to make all Authorized Service Recipients aware of this Addendum A's provisions as applicable to such Authorized Service Recipients' use of the Platform and shall cause Authorized Service Recipients to comply with such provisions.

12.3 Customer shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of Customer Materials and of the means by which Customer acquired its Customer Materials; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Company promptly of any such unauthorized access or use; and (iii) use the Platform only in accordance with Company's guidelines, including those set forth in the Platform Terms of Use available through the Platform, as may be amended from time to time, and applicable laws and government regulations.

12.4 Customer shall not: (i) make the Platform available to anyone other than Authorized Service Recipients; (ii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Platform to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Platform; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

12.5 If Customer is in material breach of any obligations, in addition to any of its other rights or remedies, Company reserves the right to immediately suspend Customer's use of the Platform without liability to Customer, until such breach is cured.

12.6 Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Platform. Company will promptly return to Customer or securely dispose of all Customer Materials in its possession. Customer shall pay Company's then-current standard rates for Company's work to destroy or to format, prepare, and deliver Customer Materials to Customer.

13. Reservation of Rights. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Platform. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title, and interest in and to the Platform, including all related intellectual property rights. No rights are granted to

Customer other than as expressly set forth herein. Customer acknowledges that the Platform is made available pursuant to license in accordance with the terms of this Addendum A and neither the Platform nor any Platform services constitute Deliverables under the MSA.

14. Warranties and Warranty Disclaimer.

14.1 Company warrants that (i) Platform will perform materially in accordance with documentation made available to Customer and (ii) the functionality of Platform will not be materially decreased during a Subscription Term.

14.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 14.1, THE PLATFORM IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

14.3 Each party represents and warrants that it will not transmit to the other party any Malicious Code.

14.4 Customer warrants that it and its agents, and any person acting for the benefit of Customer or on its behalf or with its authorization, will in all respects comply with all applicable laws and regulations and refrain from violating the rights or infringing the interests (or attempting to do so) of any third parties in connection with the use of the Platform, including without limitation in the selection, gathering, creation, modification, uploading onto the Platform, maintenance, preservation, retrieval, dissemination, other utilization, and (for Customer, only) granting access of and to the Uploaded Content stored in Customer's Platform area. Customer affirms that it has, and at all times will have, all necessary rights, licenses, consents, and permissions (without the need for any additional approval, waivers, or releases, or payment to another person or entity) to submit, store, develop, use, disseminate, and grant access to all of the Uploaded Content with regard to any restraints that otherwise might be imposed by law or contract protecting copyrights, patents, trademarks, trade secrets, trade names, or privacy, publicity, or confidentiality (including statutory and contractual restrictions on disclosure and appropriation), and/or for any other intellectual property rights or rights or interests arising in connection with proprietary information.



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and [REDACTED] ("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 244 school districts and more than 325,000 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 [REDACTED], 2021 ("Effective Date") and shall continue until 12:00 midnight (CST) on [REDACTED], 2024, 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 non-defaulting 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: [REDACTED].
- 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: [REDACTED]

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 cause 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 Goods or Services to be provided to ESUCC and Members

Exhibit B – Payment Terms & Schedule

Exhibit C – Summary of Project Deliverables

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

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

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 (60) 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 (60) 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.

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to:
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name):
Contact email address:
- c. If "No, Alternate method will be determined

3. Invoice Method

- a. Vendor invoices Members direct

4. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name):
Contact email address:
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:

Craig Peterson
308-995-0665
craig.peterson@esucc.org

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>