

Regular Meeting
Tuesday, May 3, 2022 12:30 PM
ESU 10
76 Plaza Blvd
Kearney, NE 68845

1. ESU Coordinating Council Information
Board President
2. Call to Order
Board President
3. Roll Call
Board President
4. Consent Agenda Items
President
 - 4.1. Approval of Minutes
Board President
 - 4.2. Coop Contracts
Board President
 - 4.2.1. Addendum to 2021-2024 Special Buy Agreement with NetSupport
Committee Chair
 - 4.2.2. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August
Committee Chair
 - 4.2.3. 3.1.3 AEPA Extensions 019.5, 021.5, 21.75 and 018.5C
Committee Chair
 - 4.2.4. Approve 2020 AEPA Contract with Melloy Brothers
Committee Chair
 - 4.2.5. 2022.5 AEPA Contracts
Committee Chair
 - 4.2.6. Contract extension with Home Depot Pro dba HD Supply
Committee Chair
 - 4.2.7. Special Buy Agreement with Imagine Learning
Committee Chair
 - 4.2.8. Special Buy Agreement with Sadoff E-Recycling & Data Destruction
Committee Chair
 - 4.2.9. Extension with Really Good Stuff
Committee Chair
 - 4.2.10. Special Buy Agreement with IXL Learning
Committee Chair
 - 4.2.11. Special Buy Agreement with Nearpod/Flocabulary
Committee Chair
 - 4.2.12. Special Buy Agreement with JourneyEd
Committee Chair

- 4.2.13. Special Buy Agreement with Formative
Committee Chair
- 4.2.14. Special Buy Agreement with Gumdrop Books
Committee Chair
- 4.2.15. CDW-G proposed contract amendment on a favorable review by ESUCC
Legal.
Committee Chair
- 5. ESU Share Out Topics
Board President
- 6. Petitions and Communications to the Board
Board President
 - 6.1. UNL Grand Challenge of Science and Technology Literacy Letter of Collaboration
Mark Griep
 - 6.2. CyberSecurity Presentation
Boell/Needham
 - 6.2.1. NOC Minutes - 4/20/22
Committee Chair
 - 6.2.2. Approval to Support a State-Level Cybersecurity Coordinator
 - 6.2.3.
Board President
 - 6.3. Learning Community Update
Bradley Ekwerekwu
 - 6.4. State Board of Education and Nebraska Department of Education Report
Nebraska Department of Education
 - 6.5. Association of Education Service Agency's Report
AESA Representative
- 7. Executive Reports
Board President
 - 7.1. Executive Director Report
Executive Director Lofquist
 - 7.1.1. ESUCC Redesign: Update
Committee Chair
 - 7.1.1.1. Bold Step Redesign Follow-up
Board President
 - 7.1.1.2. ESU Standards
Committee Chair
 - 7.1.1.3. Joint Decision Making Parameters
Committee Chair
 - 7.1.1.4. SIMPL Inventory & Value Add Combined
Committee Chair
 - 7.1.1.5. Value Proposition
Committee Chair
 - 7.2. Executive Committee Report
Board President
 - 7.2.1. Approval of April Expenses to be paid in May.
Committee Chair

- 7.2.2. Approve Claims, Financials Statements, and Assets for Month of March
Committee Chair
- 7.2.3. Recommend approval of May, June, July, August claims as approved by
Executive Director
Committee Chair
- 7.2.4. Approve Rule 84 Meeting Dates
Executive Director
- 7.2.5. Calendar Conflicts
Executive Director
- 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
- 10. NEW ESU Chief Administrators
Executive Director Lofquist
- 11. Leadership and Learning
Sarah Salem
- 12. 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
Educational Service Unit No. 3

Jon Fisher

Jon Fisher, Administrator
Educational Service Unit No. 4

Al Schneider

Al Schneider, Administrator
Educational Service Unit No. 5

Dan Shoemake

Dan Shoemake, Administrator
Educational Service Unit No. 6

Norman Ronnell

Norman Ronnell, Administrator
Educational Service Unit No. 7

Randy Peck

Randy Peck, Administrator
Educational Service Unit No. 8

Mick Loughran

Mick Loughran, Administrator
Educational Service Unit No. 9

Wayne B. Bell

Wayne Bell, Administrator
Educational Service Unit No. 10

Ron Karr

Ron Karr, Administrator
Educational Service Unit No. 11

Terry Miller

Terry Miller, Administrator
Educational Service Unit No. 13

Brent McMurtry

Brent McMurtrey, Administrator
Educational Service Unit No. 15

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Margene Beatty, Administrator
Educational Service Unit No. 16

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Dennis Radford, Administrator
Educational Service Unit No. 17

David Myers

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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) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

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) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. 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, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. 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 virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, 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 virtual conferencing. 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 to appear before the public body by means of virtual conferencing.

(7) (a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

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, a 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, including meetings held by virtual conferencing. 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 shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(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 virtual conferencing available at an in-state 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; and

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

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, 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, either in paper or electronic form. 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.

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

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
06/2021



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ESUCC Redesign Update - April 7-8, 2022
With Doreen Martin and Joan Wade

Thursday PM- 12 -4

Attendance:

ESU Administrators: 1 (Bill Heimann), 2 (Ted DeTurk), 3 (Dan Schnoes), 4 (Gregg Robke), 5 (Brenda McNiff), 6 (John Skretta), 7 (Larianne Polk), 8 (Cory Dahl), 9 (Drew Harris), 10 (Melissa Wheelock), 11 (Greg Barnes), 13 (Laura Barrett), 15 (Paul Calvert) 16 (Deb Paulman), 17 (Geraldine Erickson), 18 (Sarah Salem), 19 (Fateama Fullmore)

NDE Leaders: Russ Masco

ESUCC Staff: Kraig Lofquist, Deb Hericks (recorder)

ESUPDO & Initiative Representatives:

SDA (Kellen Conroy), TLT (Lori Biesecker), ESPD (Ruth Miller), NOC (Dustin Buggi),

- Welcome and Introductions
- Setting the Current Context - If you could have what you want, what would you have?
 - 5 Bold Steps
 - [Updates](#)
 - Continuous Improvement - ESU Standards
 - Sub Committee developed ESU standards
 - Adopted in February 2020
 - Sub Group build out rubric
 - Adopted by ESUCC July 2021
 - Adopted by ESU 1, 3, 8, 10
 - Next steps - formalize documents and formally warehouse those documents
 - **Measurable and evidence based**
 - Allows for creativity and context of ESUs
 - Great conversations with great descriptors
 - Learning from each other by sending our people doing the site visits
 - Knowledge - how to gather, share, and distribute
 - From AESA - Perspective Journal - available for AESA
 - From AESA - Submit proposal to AESA
 - From AESA - Can you bolster this process for other areas of need?
 - Joint Decision Parameter
 - Struggled with NDE and they way they rollout

- Short notice
- Not at the table
- Make a won-win situation
- A group met with the Leadership Team at NDE
 - Guarded
 - Communication initial better - COVID hit and challenges brought with that - NDE is working from home
- Struggled the most with this bold step - most difficult
- Rule 84 - by law we meet with NDE twice a year
- From AESA - What can we leverage to make this improvement?
- From AESA - Influencing joint decision making
- SIMPL
 - Complete an inventory of services
 - Tell our story
 - Service Implementat Model Process and Log
 - Grassroots process - developer at ESU 10 creating
 - Brought on ESUs as they were ready
 - Began with professional development
 - Added technology, Student Services
 - COOP - savings
 - Logging events
 - 2021 - created a catalog of services
 - Multi district ESUs have services into SIMPL
 - Have to work with single service unit - so they do not create chaos
 - Phase one will be completed by the end of this year (2022)
 - Phase two - tech service provided and logging
 - What is done
 - How long it took
 - Value add component - explore with technology
 - Student Services
 - Phase three - consistent measurement tool within the platform that will measure implementation objectives
 - Any other services offered - print shops, etc.
 - We are a network - not a system
 - We each do our own thing but learn from each other
 - Need to look at the data we are collecting -
 - Some feelings of misinterpretations in the data

- Need to see what rises the top
- From AESA - May fall in another way within “value”
- Utilized tool with state senators - to share our story
 - Legislative Day we can show them our data - individually and together
- Helps to grow our network across the state with each other
- Need to figure out what phases fit each ESU
- All intended and unintended consequences should be celebrated
- Value Add
 - Develop a metric that identified the dollars saved by using ESUs and ESU services
 - Can’t quantify, modify
 - Talked with several outside firms and kept coming back to our own system (SIMPL)
 - Combined with SIMPL to help with value-add component
 - Professional development - RULe 84 requirement
 - Across the state - figure out time, energy, attention, skills and come to conclusion on cost factor
 - Not necessarily about the economics - need to show differentiation between them
 - Can’t equate price with quality
 - Market cost comparison - in one iteration and we compared costs but didn’t feel accurate. This is what it costs us but didn’t bill schools.
 - SAVE - not necessarily saved money but used funds for other needed things
 - COST - locations cost differently - some charge schools for certain things that other do not
 - How do we tell the whole picture - different from district to district and ESU to ESU
 - “Priceless”
 - Resources - time, knowledge, skills, personnel, abilities
- Value Proposition
 - All ESUs approach things in different ways
 - What is the value of the ESUCC
 - What would happen if the ESUCC did not exist?
 - What problems statewide exist that we (ESUCC) can solve

- Each ESU create an elevator speech - shared with each other at PDO
 - Regionally we duplicate efforts - we can share knowledge with each other.
 - CELEBRATE SUCCESS
 - From AESA - Is anyone using the standards a different way to make sure we are using them correctly?
 - New
 - Match individually and then discuss as a group to see the difference
 - Standards are being aligned to SIMPL services
 - Bold Steps - was able to help in legislative study
 - Drivers for the Next Set of Work for the ESU Coordinating Council - Context setting. Moving from what - towards what? Current State, ESUs, CC - CHOOSE a RECORDER and an ACTIVATOR
 - Political
 - Economic
 - Educational Innovation
- Group One - Geraldine, Dan, Ruth, Larianne, Ted, John - [Poster](#)
 - Political Drivers
 - Unfunded mandates
 - Property tax
 - Core service dollars
 - Rule 84
 - Declining rural population
 - State board dysfunction
 - Lack of coordinated and cohesive communication
 - ESU staff shortages
 - Educational CertificationID (praxis, reciprocity, licenses teacher
 - Timing of communication
 - Whose narrative tells the story
 - Economic Drivers
 - Unfunded Mandates
 - Property tax
 - Core service dollars
 - Grant inconsistent requirements (mental health, perkins, etc)
 - Declining rural population
 - ESU staff shortages

- Timing of communication
 - Educational Innovations
 - Zoom*
 - MTSS*
 - Journey to Inclusion*
 - Eduroam*
 - Cybersecurity*
 - Rural broadband*
 - Mental health*
 - Declining rural populations
 - ESU staff shortages*
 - Data systems
- Group Two - Paul, Lori B, Sara, Melissa, Fateama, Drew, Greg B [Poster 1](#) [Poster 2](#)
 - Political
 - School accountability
 - Student achievement
 - Property taxes
 - Unfunded mandates
 - Rule 84 requirements
 - Legislative session
 - Economic
 - Providing efficiency
 - Statewide projects
 - Core service requirements
 - Size economy of scale
 - Funding for PD-EX TLT- Caitlin Tucker
 - Goes and impacts schools
 - Education Innovation
 - Staff shortages - assisting w/ hiring
 - Mental health
 - technology/cybersecurity
 - Societal changes
 - Adaptability - Pandemic
 - Shared Services
 - Customized Services
 - Leadership support - change in leaders
 - Andrew Easton - ex: provides communication statewide
 - Collaborative efforts of affiliates

- Group Three - Laura, Gregg, Kellen, Deb P., Bill, Cory [Poster](#)
 - Political
 - Reactive vs proactive
 - Term limits
 - Equity
 - Lack of understanding of regional benefit
 - Relationship with NDE
 - Leadership
 - Relationship with districts
 - Economic
 - Efficient use of resources
 - Funding
 - Demographic changes
 - Relationship with NDE
 - Relationship with districts
 - Educational
 - Statewide initiatives - HQIM, Matt, Learning Acc.. MTSS, Mental Health, etc.
 - Focus on the whole child
 - Customization of services sustainability and delivery model
 - Relationship with NDE
 - Relationship with districts
- Group Four (DL) - Kraig, Russ, Dustin [Poster](#)
 - Political
 - Federal - facilitating change CSI, TSI, ATSI (300+) - NDE responsibilities
 - State legislature/Governor
 - Pro-private schools
 - Economic
 - We are consistently passed over
 - Educational Innovation
 - Zoom
 - Distance Education
 - Growth
 - Teacher shortage
 - ESUPDO
 - Brad Giese (Data Literacy), mental health, John Hattie (visible learning)
 - TLT Special Projects

- Analysis to Assure the Best Value and Use of Resources
 - High - Incentive to focus time, energy, attention, knowledge, skills
 - Low - Incentive to think more and keep reconsidering the RIGHT time
 - Common pitfalls -
 - Not understanding the value to specific audiences
 - Not being strategic about the use of resources
 - Not understanding the constraints of the resources

Next Group Activity:

Group 1:

Answer these questions: [Poster](#)

- If You could have what you want, what would you have?
 - A relationship, trust, and communication with policy makers, external stakeholders & NDE
 - Necessary resources (fiscal & Human) to do our job to expand, to innovate, and impact even more
 - Seamless synced data real time showing results (ESU)
- As a network of ESUs we are moving from THIS to THAT
 - Bold steps to next gen
 - Inconsistent service ID to master catalog
 - Background to foreground
- Our greatest momentum is in the area of.....
 - Continuous improvement
 - Data collection
 - Mental health
- We are poised to influence the FUTURE with/by.....
 - Innovating, advocating, communicating, collaborating

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> • Collaborative • Communication • Statewide personnel + Programs • relationships 		CONSTRAINTS <ul style="list-style-type: none"> • Re-educating stakeholders • Financial resource • Recruiting + retaining staff
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> • Accessing additional state dollars 		OPPORTUNITIES <ul style="list-style-type: none"> • Mental health • Innovate & create new services • Sync data

Group 2

Answer these questions: [Poster](#)

- If You could have what you want, what would you have?
 - Equitably Serve schools across ESUs
 - Resources to offer consistent equity for all schools
- As a network of ESUs we are moving from THIS to THAT
- Our greatest momentum is in the area of.....
- We are poised to influence the FUTURE with/by.....
 - Influence a positive perception of education

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> • Expertise • Strong belief in mission • Communication • Diversity • support/services 		CONSTRAINTS <ul style="list-style-type: none"> • Legislature • Staffing • Unfunded mandates • Communication w/ entities • Understanding of ESUCC Role
	FUTURE - influence the positive perception of education	

OBSTACLES <ul style="list-style-type: none"> ● Resources ● Zooming/Distance/Loss of in person connections ● geography 		OPPORTUNITIES <ul style="list-style-type: none"> ● We are needed ● Build partnerships to offer services ● timing/credibility
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Group 3

Answer these questions: [Poster 1](#) [Poster 2](#)

- If You could have what you want, what would you have?
 - We would want a consistent, commonly understood system for education for Birth-21
 - We would want to use each others; strengths across all agencies
- As a network of ESUs we are moving from THIS to THAT
 - We're moving from creating ESU standards to establishing a consistent improvement process and supporting protocols
 - Reactive to proactive
- Our greatest momentum is in the area of.....
 - Is in the area of ESU Standards and Data Collections
- We are poised to influence the FUTURE with/by....
 - Throughout relationships.

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> ● Strong relationship ● Talented, highly skilled staff ● Mindset for connecting and collaboration ● ESUCC actionable Connections 		CONSTRAINTS <ul style="list-style-type: none"> ● Agencies ● Competing interests ● Funding ● Traditional Educational Mindset/Model ● Staffing
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Competing interests ● Political forces 		OPPORTUNITIES <ul style="list-style-type: none"> ● Carry forward lessons learned ● Hybrid learning ● Build new partnerships ● Next steps with

		Tech/Virtual Environment
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Group 4

Answer these questions: [Document](#)

- If You could have what you want, what would you have?
 - Joint decision making must occur for planning and implementation purposes.
 - What does this look like?
 - What is the process?
 - Who is involved?
 - Relationships/Work must be built on trust.
 - We will have stable funding.
- As a network of ESUs we are moving from THIS to THAT
 - We are moving from an anecdotal or intuitive decision making model to a strong data based decision making and problems solving process.
- Our greatest momentum is in the area of.....
 - Professional development
 - Technology support
 - Special education services
- We are poised to influence the FUTURE with/by.....
 - We will research and know of any significant changes that might help ESUs and schools.
 - Ongoing statewide promotion of ESUs, leveraging social media tools, etc.
 - Leverage school district leadership (superintendents/principals) to proactively promote the importance of ESU involvement.
 - We will build on the success of our “government relations” work and our “annual legislative day.”

Systems analysis [Document](#)

<p>STRENGTHS</p> <ul style="list-style-type: none"> ● Strong relationships with school districts (based on trust) ● Highly competent ESU staff 		<p>CONSTRAINTS</p> <ul style="list-style-type: none"> ● Some people don't understand or believe how outstanding ESU staff members are.
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<ul style="list-style-type: none"> ● Highly competent ESU leadership ● Regional Concept ● Data based decision making ● Adaptable 		<ul style="list-style-type: none"> ● Some don't understand or value ESUs. ● Budgets/Financial
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Bureaucracy ● Employee Turnover ● Term Limits ● Regional capacity ● Financial resources 		OPPORTUNITIES <ul style="list-style-type: none"> ● Promote ESUs/ESUCC leveraging technology and social media ● Cyber Security ● Early childhood ● Safety/Mental Health ● Joint decision making, planning & implementation

- Closing
 - Two things they appreciated
 - Two things we want moving forward?

Friday AM 8 to 12

- Re-cap of Thursday
 - Work on priorities today based on yesterday's posters
 - **2 Commonalities** - *** mean duplicates
 - Equity of services across the state **
 - Culture - not where we would like to be - influence a positive perception across the state
 - Expertise across the state
 - Communication & Collaboration **
 - Diversity
 - Support and Services for ESUs and school
 - Resources - lack of ****

- Geography - Sparsity/populations
- Loss of in person contact - Zoom, distance, etc - has opened opportunities as well
- We are needed - unfunded mandates
- Build partnerships **
 - Maintain and grow - continue
 - Relevant and intentionality (mental health, etc)
- Increase in credibility - masks, hand sanitizer - helped to build
- Constraint of Legislature **
- Short staffing ***
- Term limits of legislators**
- Creating standards - consistent improvement processes
- Moving from reactive to proactive **
 - How do we plan for it and carry forward
- Consistently commonly understood system from birth-21
 - Leverage strengths
 - Relationships
- Talented and high skilled staff ***
 - Connectedness
- Actionable strengths/connections - make things happen
- Competing interests - programs, processes, initiatives
- Strengths in models - supporting learning, teachers
- Relationships of reliability with stakeholders - legislators, etc
- Resources to innovate - staffing/resources**
- Sync'd - realtime systems**
 - Singular location
 - Decisions made across the state
- Momentum in collecting data
- Mental Health Support ***
- Re Educate stakeholders
- Financial resources - constraint***
- Innovate and Create
- Asking for something new will be an obstacle
- Chronic turnover - legislative, staff - supt/principals, etc
 - Need to get them to understand long term thinking
 - Need to educate
- Cybersecurity
- Early childhood

- **2 Questions**
 - Influencing a positive perception of ESUs and schools
 - Competing interests - obstacle and strengths
 - Strengths become opportunities
- **2 Considerations**
 - Resource equity
 - Influence communication - innovative**
 - Positive Perception
 - **Be a positive force for education in Nebraska.**
 - What do we do best, how do we market it
 - Staffing, personnel**
 - Leverage technology in a positive way - zoom, etc. ***
 - Cybersecurity
 - Funding**
 - Relationships & Partnerships**
 - Maintain and grow - continue
 - Relevant and intentionality (mental health, etc)
 - Strategy - knowing what you will say no to and how to use partnership to get the services they need
 - Intentional - strengths
 - Work in education
 - Teaching and reteaching
 - Education Constituencies
 - Board, supts, etc
 - Data - continuing supports and additions**
 - Real time access at ESU level
 - Impact
 - Mental Health

Where does the value proposition fit?

- Advocacy
- Leadership
- Structure
- Support
- Guidance

Themes identified

- Demonstrating and capturing value to inform
- Influencing innovation, decision making, planning and implementation

- Communicating value that represents and supports the uniqueness of different regions and ESU entities
 - Strengthening the statewide quality of the ESUs by connecting ESU standards programs and services
 - Developing innovative and responsive programs and services (mental health, early childhood, cybersecurity)
 - Real time data to demonstrate at measurable impact
 - Equitable resources and capacity
 - Leveraging technology and what we learned to positively impact services
 - Being intentional with strengthening relationships and partnerships for long term impact on education
 - Educating Constituencies
-
- Drafting of Priorities
 - Individually - No more than 5 minutes
 - Triads - no more than 5
 - Groups of 6 - no more than 4
 - Representation from each group - no more than 8
 - Let's review and see how it all plays together

Group One - [Poster 1](#)

- Developing proactive innovative and responsible programs and services
 - Advocate, development and support, innovative programs and services
- Equitable resources and capacity
 - Funding
 - Staffing
 - Services
 - Opportunities
 - Support equitable resources through collaboration and the use of reliable data
- Being intentional with strengthening relationships and partnerships
 - Leaderships
 - Strategically strengthen leadership through developing relationships and partnerships
- Communicating and capturing value to inform our stakeholders
 - Data - real time
 - marketing/promoting
 - Communicating value and impact to our stakeholders using reliable data
- Strengthening the statewide quality of ESUs by connecting ESU standards to programs and services

Group Two - [Poster 1](#)

- Leveraging Partnerships to ensure equitable resources and capacity for service delivery

- Refining and defining data (reliable) processes
- Innovation (Staffing & Services)
- Communication - positive, proactive, influential, global, two-way, advocating and value

Group Three [Poster 1](#) [Poster 2](#)

- Do we have a role and goal clarity?
- Are we trying to convince people of our value, or make an impact with our value?
- Communication, marketing, branding - narrative impact -
 - how do we tell our story
 - Communication
 - Marketing
 - Branding
 - impact
 - How is this demonstrated
 - Innovation
 - professional learn,
 - data,
 - Tech
 - virtual
 - How does this get done?
 - Equitable resources
 - Expanding district capacity
 - Collective expertise and impact
 - Strategic partnerships
- Finalizing Priorities
 - Setting Bold Steps
 - Identifying three steps to implement in this first year

Levers for Impact

Explore the levers/strengths you can employ to tackle bold steps

[Poster 1](#)

- Relationships - access, credibility
- Technology -
- Expertise - staffing
- Data - qualitative, quantitative to point to impact and influence
- Trust
- PDO Structure - ESU Collaboration - culture of teaching, learning, and innovation
- Communication - telling story, listening to others needs

[Poster 2](#)

- Diverse experience - lived it, understand it
- Relationships - teamwork, reliable support, trust

- Expertise - specialized in many ways, go-to resource, Looked to for leadership
- Collaboration - established in many areas, structure promotes opportunities
- Connections - vast statewide network, local, regional, connected, w/ multiple entities
- Perseverance - no quit in ESUs, study us all you want, keep showing up, and coming back
- Dynamic - resourceful, powerful, culpable, collective capacity
- Vision - proactive, future oriented, no just fire fighting, horizon view
- Passion - Rock it til ya drop! Love what we do.

Poster 3

- Relationships - trust across groups
- Communication - consistency and support
- Collaboration - teamwork
- Diversity - range of skills
- Talented staff - areas of expertise
- Regional concept - locally and statewide
- Data based decisions - measure growth on bold steps
- ESUCC staff - areas of expertise

Goals

1 - Communicate values and impact [poster](#)

Tell your story

SIMPL

Local State and national level impact

Role and goal clarity

2 - Lead by leveraging partnerships and collective expertise - [poster](#)

Expand capacity

Influence decision making

Affiliates, pdo

Collaboration

3 - Advocate, develop and support innovative services and resources - [poster](#)

Professional learning

Talent management

Equitable resources

Fiscal responsibility

4- Use reliable data processes to inform decisions and actions - [poster](#)

SIMPL

Statewide (NDE)

Outcomes

Decision Making

Mental Health

Cybersecurity

Early Childhood

[The Success Case Methods](#) - \$24.27 on Amazon

Story in 2025 - Influence and future

- Each of these will be communicated by any member for the ESU/PDO, etc.
 - What we do aligns with who we are and why we are here
 - NDE initiatives will align with ESUCC
 - Proactive in promotion of our services and ESUCC is commonly activated by any stakeholders
 - Schools, NDE and legislature and others will understand our value and impact.
 - The data will show that NE ESU positively impacted learning
 - We will enhance public perception around public education in NE and ESUs/ESUCC has a more prominent voice and role within that.
 - Innovative public/private partnerships
 - Reliable process for collecting data and funding innovative services
 - We will have identified and implemented cutting edge state of the art services using reliable data
 - Solve the educator workforce shortage
 - Two years - Regular meetings and planning and implementing statewide projects
-
- Closing

The mess - Doreen will create a diagram to show

- Set of challenging interactions
 - What are both strengths and weaknesses
- Part of our system - contribute or detract from
- Communicating in the same language

ESUCC Regular Meeting
Thursday, April 7, 2022, 8:30 AM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

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

Posted Date: 3/30/2022

Attendance Taken at 8:30 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Dan Schnoes (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Brenda A McNiff (ESU 05):	Present
John Skretta (ESU 06):	Present
Larianne Polk (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Melissa Wheelock (ESU 10):	Present
Greg Barnes (ESU 11):	Present
Laura Barrett (ESU 13):	Present
Paul Calvert (ESU 15):	Present
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Sarah Salem (ESU 18):	Present
Fateama Fulmore (ESU 19):	Present

ESU Coordinating Council Information
Educational Service Unit Coordinating Council Regular Meeting

Call to Order

Call to order at 8:30 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana

Roll Call

Consent Agenda Items

Consent agenda items as presented.

1. Approval of Minutes
2. Coop Contracts
 - a. Special Agreement Buy with Ranato Software LTD.
 - b. Addendum to 2021-2024 Special Buy Agreement with Securly Inc.
 - c. Addendum to 2017-2020 Special Buy agreement with Infobase
 - d. Special Buy agreement with BioSafe Distributors, LLC

Approve Consent agenda items listed Passed with a motion by Polk, Larianne (ESU 07) and a second by Dahl, Corey (ESU 08).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Brenda A McNiff (ESU 05):	Yea
John Skretta (ESU 06):	Yea
Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Melissa Wheelock (ESU 10):	Yea
Greg Barnes (ESU 11):	Yea
Laura Barrett (ESU 13):	Yea
Paul Calvert (ESU 15):	Yea
Deb Paulman (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Sarah Salem (ESU 18):	Yea
Fateama Fulmore (ESU 19):	Yea

Yea: 17, Nay: 0

ESU Share Out Topics

Discussion on how to boost staff morale. ESU 13 finished their Cognia accreditation review and did an awesome job. ESU 8 had an ESU framework visit and also did a fantastic job.

Petitions and Communications to the Board

Learning Community Update

There was no report.

State Board of Education and Nebraska Department of Education Report

School Safety Priorities

Jolene Palmer was present to give school safety updates. NDE school safety is working to help schools with mental health. Encouraging schools to develop policies and procedures

(preventive) on suicide prevention. LB322 - Safe2help anonymous report system for schools. Working with NIAC [Nebraska Information Analysis Center](#) to disseminate information to schools. Threat Assessment Training has been scheduled for May 25/26 and June 29/30. NDE School Safety office will be purchasing the evidence-based Hazelton curriculum for schools.

Association of Education Service Agency's Report

The Board President shared some details for the AESA Board. The call for proposals for the AESA Conference is out. Please submit proposals. The dates for the AESA Conference have been changed to November 30 (noon)-December 1, 2022 (Wednesday through Friday - moved off Saturday) in Anaheim, CA. The Central Region meeting will be in Minneapolis, MN on October 11-12, 2022. The Summer Leadership Conference will be in Cincinnati, OH July 20-21, 2022.

Executive Reports

Executive Director Report

The Executive Director shared his updates. Data Cadre met and created some goals. Data Cadre members will be part of workgroups during PDO. The Executive Committee met with some NDE personnel to discuss Rule 84 meetings. We have been notified that FRDLC will not be receiving the GEER funding we requested. He updated on the new hires for Powerschool. Powerschool has added two new schools.

ESUCC Redesign: Update

We will be working with Joan Wade and Doreen Martin to go through the review process for our Redesign.

Executive Committee Report

The President reviewed updates from the committee. NDE personnel were present to discuss the Rule 84 meetings. There will be a change in dates and times. Executive Committee to meet with NDE more often during Executive Committee meetings.

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

The Treasurer reviewed the claims, financials statements, and assets for the month of February.

Approve Claims, Financials Statements, and Assets for Month of February Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Paulman, Deb (ESU 16).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Brenda A McNiff (ESU 05):	Yea
John Skretta (ESU 06):	Yea
Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea

Melissa Wheelock (ESU 10): Yea
Greg Barnes (ESU 11): Yea
Dr. Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Sarah Salem (ESU 18): Yea
Fateama Fulmore (ESU 19): Yea
Yea: 17, Nay: 0

Approval of March Expenses to be paid in April.

The Treasurer reviewed March expenses to be paid in April.

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

Bill Heimann (ESU 01): Yea
Ted DeTurk (ESU 02): Yea
Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Brenda A McNiff (ESU 05): Yea
John Skretta (ESU 06): Yea
Larianne Polk (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Melissa Wheelock (ESU 10): Yea
Greg Barnes (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Sarah Salem (ESU 18): Yea
Fateama Fulmore (ESU 19): Yea
Yea: 17, Nay: 0

Approve Staff Salary Increase 2022-2023

The President reviewed the proposed raise for ESUCC staff.

Approval of ESUCC Staff Salary increase for 2022-2023 of 4% Passed with a motion by Dahl, Corey (ESU 08) and a second by Skretta, John (ESU 06).

Bill Heimann (ESU 01): Yea

Ted DeTurk (ESU 02): Yea
Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Brenda A McNiff (ESU 05): Yea
John Skretta (ESU 06): Yea
Larianne Polk (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Melissa Wheelock (ESU 10): Yea
Greg Barnes (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Sarah Salem (ESU 18): Yea
Fateama Fulmore (ESU 19): Yea
Yea: 17, Nay: 0

Approve Governmental Relations Increase - MSA 2022-2023

Increase Governmental Relation to \$51,000. This would make each ESU increase from \$2059/year to \$3000/year.

The President reviewed the governmental relations in the MSA to be approved.
Approve increase of governmental relations to \$51,000 with each ESU paying \$3000/year.
Passed with a motion by Polk, Larianne (ESU 07) and a second by Skretta, John (ESU 06).

Bill Heimann (ESU 01): Yea
Ted DeTurk (ESU 02): Yea
Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Brenda A McNiff (ESU 05): Yea
John Skretta (ESU 06): Yea
Larianne Polk (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Melissa Wheelock (ESU 10): Yea
Greg Barnes (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea

Sarah Salem (ESU 18): Yea
Fateama Fulmore (ESU 19): Yea
Yea: 17, Nay: 0

Final MSA 2022-2023

The President shared the final draft of the MSA for 2022-2023.

Public Comment

There was no public comment.

Recommendations from Standing Committees and Project Reports

Information Services Committee

The Committee Chair reviewed discussions in committee.

Education Resources Committee

The Committee Chair reviewed discussions in committee.

Legal Committee

The Committee Chair reviewed discussions in committee.

NEW ESU Chief Administrators

Discussion on indirect costs and having the same percentage for all grants. ESU 10 has had a public records request for information on purchases since 2015.

Leadership and Learning

Nothing to report.

Adjournment

The meeting adjourned at 11:40AM.

ESUCC Redesign: Bold Step Review Process
April 7-8, 2022, 12:00 PM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

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

Posted Date: 3/30/22

Attendance Taken at 12:18 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Dan Schnoes (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Brenda A McNiff (ESU 05):	Absent
John Skretta (ESU 06):	Present
Larianne Polk (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Melissa Wheelock (ESU 10):	Present
Greg Barnes (ESU 11):	Present
Laura Barrett (ESU 13):	Present
Paul Calvert (ESU 15):	Present
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Sarah Salem (ESU 18):	Present
Fateama Fulmore (ESU 19):	Present

ESU Coordinating Council Information Redesign

Call to Order

Call to order at 12:18 PM. 4/7/22

Recessed at 3:43 PM

Reconvene at 8:00 AM 4/8/22

Roll Call

ESUCC Redesign: Update

The ESUCC Coordinating Council went through a review process of their [Redesign Five Bold Steps](#). Doreen Marvin and Joan Wade facilitate the process.

Public Comment

There was no public comment.

Adjournment

The meeting adjourned at 11:57 AM on April 8, 2022.

ADDENDUM TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND NetSupport Inc.

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and **NetSupport Inc** (“Contractor”) to the 2022-2025 Special Buy Agreement signed by the Cooperative on February 11, 2022, and by the Contractor on February 11, 2022. The Addendum is as follows:

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

~~[NOTE TO BE DELETED: INSERT CHANGES HERE]~~NetSupport DNA Education Pack A; NetSupport DNA Education Pack B

NetSupport DNA is a suite of easy to use tools to manage and support IT assets across a school or district network. NetSupport DNA contains a wealth of features designed to make School IT management so much easier. Highlights include: automatic discovery of devices; hardware and software inventory; change tracking and software License management. Building on the flexibility of a single solution for schools, NetSupport DNA also includes energy monitoring; power management; USB endpoint security; printer monitoring; application and internet metering; a flexible alerting suite; and an easy-to-use software distribution module.

Internet safety is supported with keyword and phrase monitoring to alert schools of any online activity that may place a student at risk when using school devices; internet monitoring of websites visited; the option for students to report concerns directly to trusted staff – and much more.

NetSupport DNA gives IT teams and administrators a high-level overview of how, where, and when their technology is being used, enabling them to make decisions regarding budgeting, device reallocation, and purchasing that is much more informed and effective.

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

~~[NOTE TO BE DELETED: INSERT CHANGES HERE]~~DNA Pack A:

0-249 Devices: \$20.40/device MSRP, \$15.30/device with 25% discount
250-499 Devices: \$17/device MSRP, \$12.75/device with 25% discount
500-999 Devices: \$13.60/device MSRP, \$10.20/device with 25% discount
1000-1999 Devices: \$11.90/devices MSRP, \$8.92/device with discount
2000-3499 Devices: \$10.20/device MSRP, \$7.65/device with discount

DNA Pack B (DNA+NSS):

0-199 Devices: \$40.20/device MSRP, \$30.15/device with discount
200-499 Devices: \$35.70/device MSRP, \$26.77/device with discount
500-749 Devices: \$32.30/device MSRP, \$24.22/device with discount
750-999 Devices: \$30.60/devices MSRP, \$22.95/device with discount
1000-1499 Devices: \$25.50/device MSRP, \$19.12/device with discount
1500-1999 Devices: \$23.80/device MSRP, \$17.85/device with discount

Exhibit "C" Summary of Project Deliverables

Same as existing products (see existing Exhibit C from 2022 NetSupport Special Buy contract)

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

CONTRACTOR

COOPERATIVE

Maggie Layfield
VP of Sales

Kraig Lofquist
Executive Director

Date Executed _____

Date Executed _____

AEPA #019.5-B Playground & Recreation Structures

EXTENSION OF AGREEMENT

made by and between

Kompan, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA # 019.5-B Playground & Recreation Structures

EXTENSION OF AGREEMENT

made by and between

Playcraft Systems, LLC (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #019.5-B Playground & Recreation Structures

EXTENSION OF AGREEMENT

made by and between

Romtec, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #21.5-B Disaster Recovery Services

EXTENSION OF AGREEMENT

made by and between

BMS CAT, LLC (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #21.5-B Disaster Recovery Services

EXTENSION OF AGREEMENT

made by and between

Service Master of St. Cloud, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #21.5-B Disaster Recovery Services

EXTENSION OF AGREEMENT

made by and between

Signal USA, LLC (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting Services

EXTENSION OF AGREEMENT

made by and between

E-Rate Elite Services, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting Services

EXTENSION OF AGREEMENT

made by and between

Kellogg & Sovereign Consulting, LLC (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting Services

EXTENSION OF AGREEMENT

made by and between

Solix, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting Services

EXTENSION OF AGREEMENT

made by and between

TelLogic, Inc. dba E-Rate Central (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.5-D Mobile and Cellular Connectivity Solutions

EXTENSION OF AGREEMENT

made by and between

Kajeet, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.75-A HVAC and Mechanical Products and Solutions

EXTENSION OF AGREEMENT

made by and between

Carrier Corporation (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

AEPA #021.75-A HVAC and Mechanical Products and Solutions

EXTENSION OF AGREEMENT

made by and between

FlagHouse, Inc. (Vendor)

and

ESU Coordinating Counsel (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Contract Term: June 1, 2022 - May 31, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director
Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____
Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA IFB 020-G

Vehicles – Cars, SUVs, Crossovers, Light Duty Trucks, Vans, Police and Public Safety

Instructions

Contained herein are forms that require a signature from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Bidding Company" (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

AEPA does not allow electronic signatures.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – **signature required*

Bid Affidavit – **signature required*

Acceptance of Bid & Contract Award – **signature required*

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All bidders submitting proposals must complete this EDGAR Certification form regarding the bidder's willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Bidder will certify its agreement and ability to comply, where applicable, by having the bidder's authorized representative check, initial the applicable boxes, and sign the acknowledgement at the end of this form. If a bidder fails to complete any item of this form, AEPA will consider and may list the response, as the bidder is unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the bidder using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding bidder default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the bidder and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the bidder. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay bidder for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the bidder's return policy. If the participating agency has paid the bidder for goods and services provided as the date of termination, bidder shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the bidder, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Bidder agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and bidder agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, bidder agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, bidder shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, bidder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, bidder shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Bidder agrees that, for any purchase to which this requirement applies, the award of the purchase to the bidder is conditioned upon bidder's acceptance of wage determination.

Bidder further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, bidder agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, bidder is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, bidder agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that the bidder is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the bidder if bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), bidders that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, bidder agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, bidder agrees that the total price, including profit, charged by the bidder to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the bidders contract with AEPA.

12. General Compliance with Participating Agencies

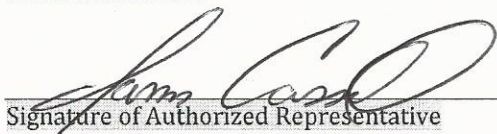
In addition to the foregoing specific requirements, bidder agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Bidder Certification (By Item)	Bidder Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	<i>AC</i>
2. Termination for Cause of Convenience	Yes	<i>AC</i>
3. Equal Employment Opportunity	Yes	<i>AC</i>
4. Davis-Bacon Act	Yes	<i>AC</i>
5. Contract Work Hours and Safety Standards Act	Yes	<i>AC</i>
6. Right to Inventions Made Under a Contract or Agreement	Yes	<i>AC</i>
7. Clean Air Act and Federal Water Pollution Control Act	Yes	<i>AC</i>
8. Debarment and Suspension	Yes	<i>AC</i>
9. Byrd Anti-Lobbying Amendment	Yes	<i>AC</i>
10. Procurement of Recovered Materials	Yes	<i>AC</i>
11. Profit as a Separate Element of Price	Yes	<i>AC</i>
12. General Compliance with Participating Agencies	Yes	<i>AC</i>

Melloy Brothers Enterprises

Name of Business



Signature of Authorized Representative

James Cassell

Printed Name

09/27/19

Date

Bid Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Bidder is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other bidder, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required of these bid forms.

James Cassell

9621 Coors Blvd NW

Authorized Representative (Please print or type)

Mailing Address

Fleet Manager

Albuquerque, NM 87114

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

09/27/19

Date

Subscribed and sworn to before me this

27th

day of

September - 2019

Notary Public in and for County of

Bernalillo

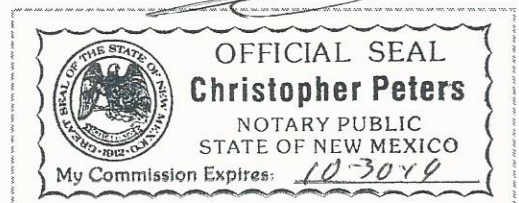
State of

New Mexico

My commission expires on

10-30-19

Signature



Enter Notary Stamp



Acceptance of Bid & Contract Award

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Melloy Brothers Enterprises</u>	Date	<u>09/27/19</u>
Address	<u>7707 Lomas Blvd NE</u>	City, State Zip	<u>Albuquerque, NM 87114</u>
Contact Person	<u>James Cassell</u>	Title	<u>Fleet Manager</u>
Authorized Signature		Title	<u>Fleet Manager</u>
Email	<u>jcassell@melloydodge.com</u>	Phone	<u>(505)922-2557</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)		Or March 1, 2020

Bid Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this IFB. Bid submissions not following the specified/required format may result as being marked non-responsive and may not be considered for evaluation. Bidders are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the IFB deadline submission date.

"X"	Document Title, Uploaded to Public Purchase (Bidder must submit documents in the required title/format)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original <u>must be</u> received by Oakland Public Schools by due date and time.	Send to Oakland Public Schools.
	Part C – State Specific Forms – Name of Bidding Company	Single, Scanned PDF	Required. Signatures Required.
	Part D - Questionnaire – Name of Bidding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Bidding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Bidding Company	Excel Workbook	Required.
	Exhibit A – Annual Report/Letter of Credit – Name of Bidding Company	Scanned PDF	Required. Not provided by AEPA, Bidder Created
	Exhibit B – Marketing Plan – Name of Bidding Company	Scanned PDF	Optional. Not provided by AEPA, Bidder Created
	Exhibit C – Warranties, Additional Services – Name of Bidding Company	Scanned PDF	Optional. Not provided by AEPA, Bidder Created
	Exhibit D – Additional Discounts – Name of Bidding Company	Scanned PDF	Optional. Not provided by AEPA, Bidder Created



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms
AEPA 022.5-B
Career and Technical Education

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages **in their correct order and scan one (1) single PDF format titled "Part E - Signature Forms - Name of Bidding Company"** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E - Signature Forms - Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form - **signature required*

Bid Affidavit - **signature required*

Acceptance of Bid & Contract Award - **signature required*

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

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If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	HH
2. Termination for Cause of Convenience	Yes	HH
3. Equal Employment Opportunity	Yes	HH
4. Davis-Bacon Act	Yes	HH
5. Contract Work Hours and Safety Standards Act	Yes	HH
6. Right to Inventions Made Under a Contract or Agreement	Yes	HH
7. Clean Air Act and Federal Water Pollution Control Act	Yes	HH
8. Debarment and Suspension	Yes	HH
9. Byrd Anti-Lobbying Amendment	Yes	HH
10. Procurement of Recovered Materials	Yes	HH
11. Profit as a Separate Element of Price	Yes	HH
12. General Compliance with Participating Agencies	Yes	HH
13. Governing Law; Forum Selection.	Yes	HH

Blick Art Materials LLC

Name of Business



Signature of Authorized Representative

Heather Havens

Printed Name

2/19/2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Heather Havens

Authorized Representative (Please print or type)

PO Box 1267

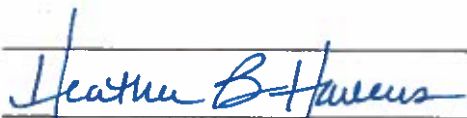
Mailing Address

Institutional Sales Manager

Title (Please print or type)

Galesburg, IL 61402

City, State, Zip



Signature of Authorized Representative

2/19/2022

Date




Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Blick Art Materials LLC</u>	Date	<u>2/19/2022</u>
Address	<u>PO Box 1267</u>	City, State Zip	<u>Galesburg, IL 61402</u>
Contact Person	<u>Heather Havens</u>	Title	<u>Institutional Sales Manager</u>
Authorized Signature		Title	<u>Institutional Sales Manager</u>
Email	<u>contracts@dickblick.com</u>	Phone	<u>800-704-7744</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until May 31, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>6/1/2022</u>	<u>Or</u>

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this solicitation. Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation. Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
x	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
x	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
x	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
x	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
x	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created



Part E – Signature Forms AEPA 022.5-C Institutional Kitchen Equipment

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company’s proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Bidding Company” (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled “Part E – Signature Forms – Name of Bidding Company”.

Uniform Guidance “EDGAR” Certification Form – *signature required

Bid Affidavit – *signature required

Acceptance of Bid & Contract Award – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

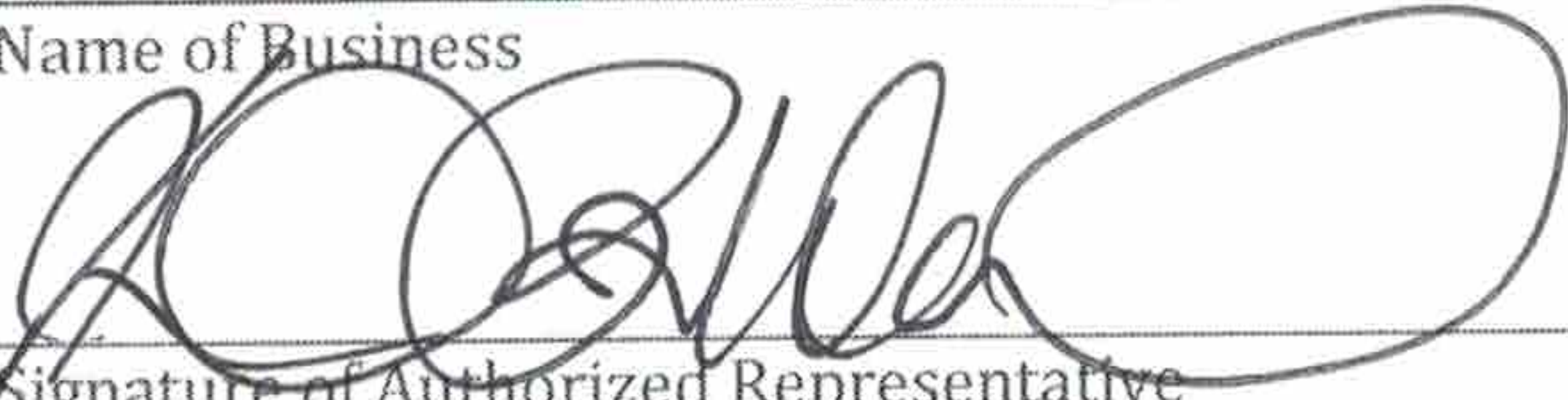
13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	KRW
2. Termination for Cause of Convenience	Yes	KRW
3. Equal Employment Opportunity	Yes	KRW
4. Davis-Bacon Act	Yes	KRW
5. Contract Work Hours and Safety Standards Act	Yes	KRW
6. Right to Inventions Made Under a Contract or Agreement	Yes	KRW
7. Clean Air Act and Federal Water Pollution Control Act	Yes	KRW
8. Debarment and Suspension	yes	KRW
9. Byrd Anti-Lobbying Amendment	Yes	KRW
10. Procurement of Recovered Materials	Yes	KRW
11. Profit as a Separate Element of Price	Yes	KRW
12. General Compliance with Participating Agencies	Yes	KRW
13. Governing Law; Forum Selection.	Yes	KRW

Hubert
 Name of Business

 Signature of Authorized Representative

Karen R. Waldron
 Printed Name
 2/23/2022
 Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Karen R. Waldron

9555 Dry Fork Road,

Authorized Representative (Please print or type)

Mailing Address

Equipment Specialist

Harrison, OH 45030

Title (Please print or type)

City, State, Zip



2/23/2022

Signature of Authorized Representative

Date

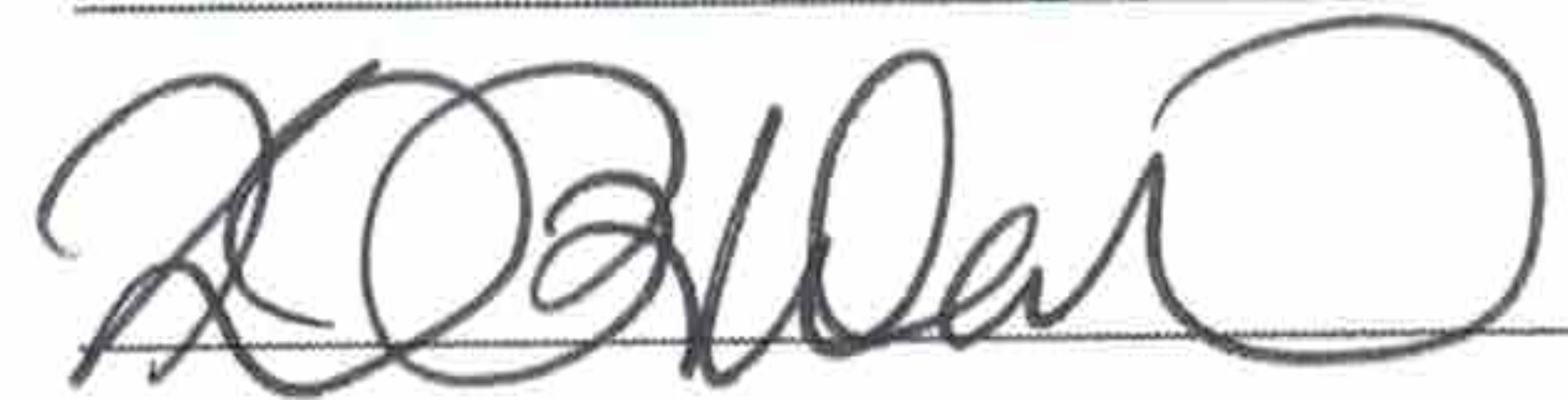


Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Hubert</u>	Date	<u>2/23/2022</u>
Address	<u>9555 Dry Fork Road</u>	City, State Zip	<u>Harrison, OH 45030</u>
Contact Person	<u>Karen R Waldron</u>	Title	<u>Equipment Specialist</u>
Authorized Signature		Title	<u>Equipment Specilaist</u>
Email	<u>kwaldron@hubert.com</u>	Phone	<u>513-367-8858</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until May 31, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence	<u>6/1/2022</u>	Or
(Member Agency to select)		

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Bid Affidavit • Acceptance of Bid & Contract Award 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 022.5-B

Career and Technical Education

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E - Signature Forms - Name of Bidding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E - Signature Forms - Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form - **signature required*

Bid Affidavit - **signature required*

Acceptance of Bid & Contract Award - **signature required*

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	SC
2. Termination for Cause of Convenience	YES	SC
3. Equal Employment Opportunity	YES	SC
4. Davis-Bacon Act	YES	SC
5. Contract Work Hours and Safety Standards Act	YES	SC
6. Right to Inventions Made Under a Contract or Agreement	YES	SC
7. Clean Air Act and Federal Water Pollution Control Act	YES	SC
8. Debarment and Suspension	YES	SC
9. Byrd Anti-Lobbying Amendment	YES	SC
10. Procurement of Recovered Materials	YES	SC
11. Profit as a Separate Element of Price	YES	SC
12. General Compliance with Participating Agencies	YES	SC
13. Governing Law; Forum Selection.	YES	SC

MIDWEST TECHNOLOGY PRODUCTS

Name of Business


Signature of Authorized Representative

SARAH CRUZ

2.17.2022

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

SARAH CRUZ

Authorized Representative (Please print or type)

PO BOX 3717

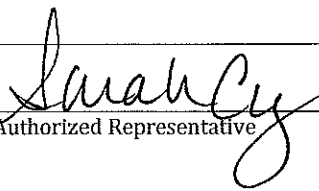
Mailing Address

CONTRACT ADMINISTRATOR

Title (Please print or type)

SIOUX CITY IA 51102

City, State, Zip


Signature of Authorized Representative

2.17.2022

Date



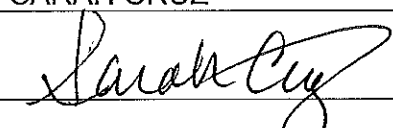
Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>MIDWEST TECHNOLOGY PRODUCTS</u>	Date	<u>2.17.2022</u>
Address	<u>2600 BRIDGEPORT DR</u>	City, State Zip	<u>SIoux CITY IA 51111</u>
Contact Person	<u>SARAH CRUZ</u>	Title	<u>CONTRACT ADMINISTRATOR</u>
Authorized Signature		Title	<u>CONTRACT ADMINISTRATOR</u>
Email	<u>SCRUZ@MIDWESTTECHNOLOGY.COM</u>	Phone	<u>800.831.5904</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until May 31, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>6/1/2022</u>	<u>Or</u>

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their specified/required format, by the due date and time listed for this solicitation. Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation. Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

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X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Not provided by AEPA, Respondent Created

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
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4. Davis-Bacon Act	Yes	AW
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6. Right to Inventions Made Under a Contract or Agreement	Yes	AW
7. Clean Air Act and Federal Water Pollution Control Act	Yes	AW
8. Debarment and Suspension	Yes	AW
9. Byrd Anti-Lobbying Amendment	Yes	AW
10. Procurement of Recovered Materials	Yes	AW
11. Profit as a Separate Element of Price	Yes	AW
12. General Compliance with Participating Agencies	Yes	AW
13. Governing Law; Forum Selection.	Yes	AW

Pitsco Education, LLC
Name of Business

Angela Watson
Signature of Authorized Representative

Angela Watson, Bid Clerk
Printed Name

February 22, 2022
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Angela Watson

Authorized Representative (Please print or type)

PO Box 1708

Mailing Address

Bid Clerk

Title (Please print or type)

Pittsburg, KS 66762-1708

City, State, Zip

Angela Watson

Signature of Authorized Representative

February 22, 2022

Date

**EXTENSION TO CUSTODIAL/AIR FILERS AGREEMENT BETWEEN
ESUCC COOPERATIVE PURCHASING AND HD Supply (formerly Home
Depot Pro)**

This Amendment and Extension is made by and between ESUCC Cooperative Purchasing ("Cooperative") and HD Supply ("Contractor") to the RFP-2016-CUSTODIAL Agreement ("Agreement") signed by the Cooperative on September 22, 2016, and by the Contractor on September 6, 2016. The Addendum is as follows:

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

No Changes to Terms and Conditions Agreement.

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

Vendor to insert Changes to Exhibit A.

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

Vendor to insert Changes to Exhibit A.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of twelve (12) months until **August 31, 2023**. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Vendor Contact Name
Vendor Contact Position

Executed on **Date:** _____

Executed on **Date:** _____



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Imagine Learning 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 _____, **May 4,** 2022 (“Effective Date”) and shall continue until 12:00 midnight (CST) on _____, **May 3,** 2025, 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.

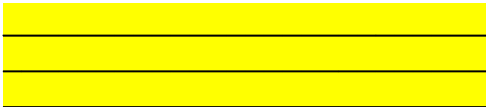
- 11. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval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

- 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: 

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: _____
Title: _____
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>>

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 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: _____
 - 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: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Sadoff E-Recycling and Data Destruction ("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 ~~_____~~, ~~_____~~ **May 20**, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on ~~_____~~, ~~_____~~ **May 19**, 2025, 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:
391047279

- 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:—

Sadoff E-Recycling & Data Destruction
12304 Cary Circle
La Vista, NE 68134

Sadoff E-Recycling & Data Destruction
Attn. Chad Hayes, CTO & Director E-Recycling
36 E. 10th Avenue
Oshkosh, WI 54902

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

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

Certified Electronic Recycling, Secure Data Destruction & I.T. Asset Remarketing Recycling

- Collection – Contractor will provide ESUCC, ESUs, and Members with secure data destruction collections containers and pick up devices.
- Processing – Contractor will log materials into its tracking system and execute the ESUCC, ESUs, or Members preferred data destruction service.
- Sorting and Weighing – Contractor will sort electronics by type, weigh each commodity, and strive to recover maximum value from obsolete assets.
- Dismantling – Contractor will separate materials for recovery and reuse.
- Recycling – Contractor will sell materials (not including hard drives that are destroyed per NIST/NAID standards) back into the supply chain.
- Certification – Contractor will issue certificates of destruction to the ESUCC, ESUs, or Members.

Secure Data Destruction

- Collection – Contractor will provide ESUCC, ESUs, and Members with secure data destruction collections containers and pick up devices.
- Processing – Contractor will create an inventory list and secure the data.
- Drive Destruction – Contractor will physically destroy magnetic and solid-state drives through "shredding."
- Drive Purging – Contractor will use magnetic disruption from a degausser to make the drive useless.
- Certification – Contractor will log the individual serial number or lot and issue certificates of destruction to the ESUCC, ESUs, or Members.

IT Asset Remarketing

- Review Assets – Contractor will assess everything in the ESUCC, ESUs, or Member's inventory and submit an offer to it. Contractor's I.T. asset resale specialists will create a customized solution for each entity.
- Collection – Contractor will pick up the inventory from the ESUCC, ESU, or Member.
- Destroy Data & Test - Contractor will physically destroy magnetic and solid-state drives through "shredding." No hard drives will ever be resold or remarketed.
- Sales – Contractor will remarket and sell the inventory to external buyers (not including hard drives that are destroyed per NIST/NAID standards).
- Reporting – Contractor will provide detailed reports: purchased equipment, purchase price, inventory on hand, and more.

All services provided by the Contractor shall comply with the following applicable standard(s): R2:2013; ISO 9001:2015; ISO 14001:2004, and/or OHSAS 18001:2007. <<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 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: _____
 - 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: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and REALLY GOOD STUFF, LLC. (“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 July 1, 2022 (“Effective Date”) and shall continue until 12:00 midnight (CST) on June 30, 2025, 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: 06-0957692.

- 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: Really Good Stuff
PO BOX 1111
SHELTON CT, 06484

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

ABOUT US

SUPPLY YOUR DISTRICT OR SCHOOL

Since 1992, Really Good Stuff® has created products that help teachers make a difference in students' lives. Right from the start, our goal has been to provide teachers with high quality, affordable, and innovative tools designed to make a difference in the classroom. In 2016, we became part of the Excellence® Learning Family. With our goal in mind, we've continued to grow.

Today, through our catalogs and website, we offer hundreds of new products each year to teachers around the world. We have what you're looking for, from Desktop Helper™ Nameplates and Dry Erase Supplies, to curriculum support materials for Language

Arts, Math, Science, Social Studies, and STEM-STEAM. Really Good Stuff has it all—plus over 500 proprietary teacher storage options to keep it all tidy and organized!

SUPPLY YOUR DISTRICT OR SCHOOL

In 2012, we found a new way to meet teachers' needs by establishing our District and School Administrator line. Through special catalogs, our website, and dedicated sales reps, we offer many of our popular Products in Bulk to supply entire schools and districts at a discount. We also provide comprehensive curriculum kits and develop custom kits to meet specific district needs.

JOIN OUR COMMUNITY

We believe that teachers are stronger when they work together. That's why we're committed to providing our Really Good Teachers™ with free online lesson resources, opportunities for professional development, and a vibrant community forum where they can share ideas with and learn from one another.

You can also engage with us on social media! We're active

on Facebook, Twitter, Pinterest, and Instagram. Come check it out and be a part of our growing online community! You'll experience the most supportive teacher network around!



PRODUCT OVERVIEW

Really Good Stuff offers a wide range of supplemental curriculum materials including Instructional and Teaching Aids, aligned to state standards, for early Childhood, Elementary, Intermediate and Middle Grades. Products include ELA, ESL, ELL, Literacy, Math, Dual Language; along with organizational and classroom management tools.



Materials include hands on creative products that target state standards enhancing literacy and math skills. From intensive instruction to independent practice, our products accelerate learning and bring excitement to teaching.

- Our products extend and enrich textbook programs already in place.
- Our materials are developed around specific State standards.
- Solutions can be shared between multiple classrooms.
- Content is created by true educators.
- Our products come with a comprehensive Really Good Teaching Guides that contain progress monitoring tools, further practice, and differentiated instructional ideas. Teaching Guides are available on our website at www.reallygoodstuff.com.

Our products are designed and developed by teachers to help students master the skills they need for success. Really Good Stuff's product development department includes teachers, curriculum and pedagogical experts, a national teacher advisory board, and local panels. In addition, we have a vibrant program that encourages the submission of ideas and suggestions from our teacher customers. Our product development team attends several national conferences each year, including NAEYC/NCTM/IRA, in order to keep abreast with current trends in education. Our teacher developers maintain memberships in the leading professional organizations.

Our products make it easier for teachers to focus on the standards while keeping students engaged in purposeful, fun activities!

STEVE SPANGLER SCIENCE

We're thrilled to bring you Steve Spangler Science™—a Really Good Stuff® brand of engaging activity and experiment kits with everything you need to create jaw-dropping, eye-popping, standards-based experiences your students will be talking about for years.



Steve Spangler brings over 25 years of experience making science awesome - not to mention over 1,500 TV appearances!

Steve Spangler Science™ products include a teaching guide jam-packed with captivating activities and the science behind them. By providing you with much more than just a product, we empower you to easily teach science and inspire students.



Each guide offers:

- NGSS and STEM connections
- Vocabulary
- Fun activities with explanations of science reactions
- Easy-to-follow, step-by-step instructions
- Expansion ideas to take it further

STANDARDS MATCH



We Know Standards

In the U.S alone, nearly 30% of educational standards are overhauled, revised or edited each year. Tracking these changes demands the full-time expertise and we have the tool to manage those standards, so you can trust us as the leader in standards alignment. Correlations are made for all State, National, and Common Core Standards. In addition, we have Head Start standards for early childhood. And most recently, we've added both National STEM Standards and Next Generation Science Standards (NGSS).

Find Products That Meet The Standards You Need.

Really Good Stuff offers a comprehensive collection of product that aligns with National and State Standards. The subjects covered include Language Arts, Math, Science, and Early Childhood. With our Standards Match tool, you can find products that match the standards you are looking to teach to AND you can look at any of our curriculum products and find the standards that they cover.

Standards Search

Really Good Stuff® offers products that directly align with Common Core and State Standards for Language Arts and Math products.

Find products that align to the standards you need. Start your search by selecting the state, grade and subject on our website at <https://www.reallygoodstuff.com/shop-by-standard-aligned/c/k/>.

- ★ **All States & Common Core**
- ★ **Head Start Standards**
- ★ **Next Generation Science Standards (NGSS)**
- ★ **National STEM Standards**

COLORCLASS

Studies have shown that color can impact the mood, energy level, focus, and productivity of your learning space.



Commonly Asked Questions

What is ColorClass®?

ColorClass is our exclusive collection of classroom tools, resources, and organizers in a range of vibrant colors you won't find anywhere else. The ColorClass line includes everything from our signature wipe-clean plastic bins, baskets, and caddies to folders, book pouches, chair pockets, and more. We have all the resources you need to set up a color-coordinated environment that is inviting, comfortable, and conducive to learning...and also expresses your unique personality!



What are the advantages of organizing my classroom with color?

Not only will your classroom be organized and stylish, but students will feel the benefits, as well. According to learning experts, the colors of the educational environment affect children's mood, energy level, and focus...in short, their ability to learn. For example, blue promotes a sense of well-being, while red keeps students alert and encourages creativity.

Can I get these items in colors that aren't shown on your website?

Yes. Many ColorClass® products come in at least 6 colors, with some available in as many as 15 colors!

SUBSCRIPTION BOX

RECEIVE A NEW REALLY GOOD BOX OF STUFF EVERY MONTH!

Together, we're creating an exciting educational experience in your classroom every month! Our former teachers and product development team craft a new themed box each month that always includes: Something for you, something for your classroom, and something for your students.



Engaging Themes

Our themes create excitement and anticipation in your classroom. **Plus, they are super fun!**



Enough For Everyone

Each of your boxes come packed full with supplies for **up to 36 students!**



Loyalty Program

You'll receive a special monthly gift and earn future **discounts and special offers.**



Exclusive Materials

Enjoy products and activities that are exclusive to our box members.

Created just for you.

Only \$29.99 per month. No commitments. Cancel anytime. Shipping is always FREE!

What's inside each box

It's hard to believe how much fun and inspiration we fit into a single box! Each box features its own surprise theme for your class. The box includes tools for the classroom, tools for you, and 36 sets of supporting materials for your learners. We make the most of your box: Everything is usable and everything supports that box's theme.

See the box in action

Our boxes are designed to drive engagement and discussions in your classroom. Our themes and materials are created by our in-house education experts specifically with elementary grade students in mind. Everything in the box can be used as a cohesive lesson throughout the month, or used as separate activities. That's part of the magic; it's completely up to you how you want to use the box!

REALLY GOOD STUFF TCA (TEACHER CHOICE AWARDS) CLASSROOM WINNERS

2001:

EZC Reader (Winner) 114097

2002:

100 & 1 Really Good Ways to Celebrate 100 (Winner)

Candy Heart Graphing Kit (Winner)

2005:

Place Values Pocket Chart (Winner) 136132

The Primary Teacher's Guide To Reading for Meaning (Winner) 143843

2006:

100 Grid Magnetic Deluxe Set (Winner) 150011

Spaceman Kit with Teacher and Student Size (Winner) 151988

2009:

Really Good Classroom Wheel And Classroom Management Disks Kit (Winner) 157051

Slide and Learn™ - Short-Vowel Word Families (Winner) 302344

2010:

Writing Workshop Revising And Editing Pencils Kit (Winner) 157457

2011:

Reading Comprehension Flip Chart (Winner) 303700 (304362 has replaced this. The new one is larger than the original.)

2012:

Portable Word Wall (Winner) 303871

2013:

Essential Word Sorts for the Primary Grades, 2nd Edition, and IWB Application (Winner) 304909



2014:

Comprehension Literacy Center Kit Grades 4-5 (Winner) 305510

2016:

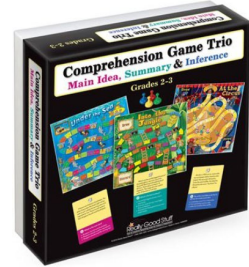
Close Reading Clips: General Comprehension and Literary Elements

(Winner) 306314

2018:

Comprehension Game Trio: Main Idea, Summary & Inference

(Winner) 306990



WHY SHOP WITH US?

OVER 25 YEARS OF EXPERIENCE

We've been helping teachers make a difference since 1992! Our teacher-inspired products have enriched thousands of classrooms. [Learn More About Us](#)



REALLY EZ PAY™ PAYMENT PLAN

Stretch your budget with our convenient payment plan that allows you to purchase the things you need now and pay in installments, rather than one lump sum at no extra cost. [Learn About Really EZ Pay™](#)



YOUR SATISFACTION IS OUR NUMBER ONE CONCERN

At Really Good Stuff we'll take back any product at any time and for any reason. We will promptly replace the item or refund your money (less shipping). All products must be in their original condition and a copy of the original packing list or invoice must accompany the product. [Learn more about Returns & Exchanges.](#)



SAFE AND SECURE SHOPPING

With our Norton Shopping Guarantee, you're protected at no additional cost and on every transaction in 3 ways:

1. \$10,000 ID Theft Protection
2. \$1,000 Purchase Guarantee
3. \$100 Lowest Price Guarantee

[Learn About Our Norton Shopping Guarantee](#)



THOUSANDS OF HAPPY CUSTOMERS

Don't take our word for it, check out the latest ratings and reviews from our existing customers. [Read Shopper Approved Reviews](#)



SALES & CUSTOMER SERVICE

Really Good Stuff's dedicated Account Management Team is committed to meeting every district's individual requirements and goals through responsive, personalized service. Call 877-867-1920 and let us know how we can help.

SALES

Request a Quote: Looking for a quote on any product or a small or large order? We are here to help. Download Quote Request Form as an Excel File or a PDF File.

Sole Source Affidavit: We are happy to be a sole source provider. For information, please contact Customer Service Team at 877-867-1920. Download Sole Source Affidavit Form as an Excel File or a PDF File.

Bid List: We'd love to be added to your bid list today. Download Bid Request Form as an Excel File or a PDF File.

ORDERING

Phone Orders: Call us toll-free Monday through Friday.

<u>Daytime Phone</u>	<u>Evening Phone</u>
<u>877-867-1920</u>	<u>800-366-1920</u>
<u>8:30 AM to 5:00 PM (EST)</u>	<u>After 5:00 PM (EST)</u>

Fax Orders: Call our 24-hour fax line at 203-268-1796 to send signed P.O. forms. Mail Orders: Mail signed P.O. forms to

the following address.

Really Good Stuff, LLC.

P.O. Box 1111

Shelton, CT 06484-1110

Online Orders: Enter a P.O. number and school name during checkout.

Who We Are And What Do We Do?

Since we opened our doors in 1992, Really Good Stuff has dedicated itself to providing products and services that help teachers make a difference in children's lives.

Warranty - If something doesn't meet with your satisfaction, please contact us within 30 days to return any unused product. We'll be happy to give you a refund, an exchange, or a credit on your next order. Items must be unused and in their original packaging. Returns after 30 days, if approved, may be subject to restocking fees.

Sole Source - The majority of our products are exclusive and only available from Really Good Stuff. Our sales are direct to educators, schools and districts. We do not offer our collection through other vendors.

Customer Service - Our dedicated customer service staff is available between the hours of 9am- 11pm Monday through Friday at 877-867-1920. You will experience a kind and friendly staff willing and able to assist with all your customer needs.

Inside Sales Account Management Team – Really Good Stuff's dedicated **Account Management Team** is committed to meeting every district's individual requirements and goals through responsive, personalized service. Call **800-466-1935** and let us know how we can help.

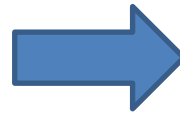
Distribution - Our distribution program provides the most efficient shipping solution to our customers from our warehouse located in Kansas City, MO. Our products are distributed nationwide through UPS and various motor freight carriers.



Going Beyond the Classroom and into the Home

Really Good Stuff has the product solutions to support State and Federal programs and initiatives. We can help your students succeed along their educational journey.

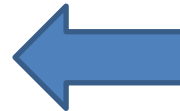
Classroom



School



District



Outside of School



Considerably More than Classroom Materials

Through innovative products, targeted solutions, and exceptional service/support; Really Good Stuff is assisting educators at all levels to energize the learning process. Going beyond Teacher Management Tools to become a premier supplier of **Supplemental Curriculum**.

Literacy & Dual Language

- Reading Comprehension
- Language & Vocabulary
- Writing and Foundational Skills

Math

- Operations & Algebraic Thinking
- Numbers & Operations In Base Ten
- Measurement & Data

Kindergarten Readiness

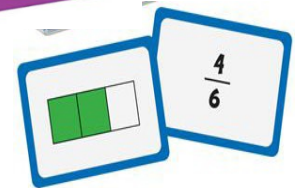
- Basic Letter/Number Recognition
- Build Language & Communication Skills
- Develop Fine & Gross Motor Skills

Enrichment Programs

- Completely Customizable
- Budget Friendly Solutions
- Program or Initiative Based
- NGSS and STEM connections

Science

- Easy-to-follow, step-by-step instructions
- Expansion ideas to take it further



Hands-on and Interactive Materials



■ 15-20 minutes activities

■ Easy to understand

■ Easy to use

■ Fun and game-like

■ Reinforce classroom learning

■ GREAT for Family Engagement

Educational Solutions – Customized Kits

- Completely customizable
- Aligned to support school and district wide initiatives
- Designed to help students stay the course
- Budget friendly
- Qualifies for state and federal funding
- Bridges the home to school gap



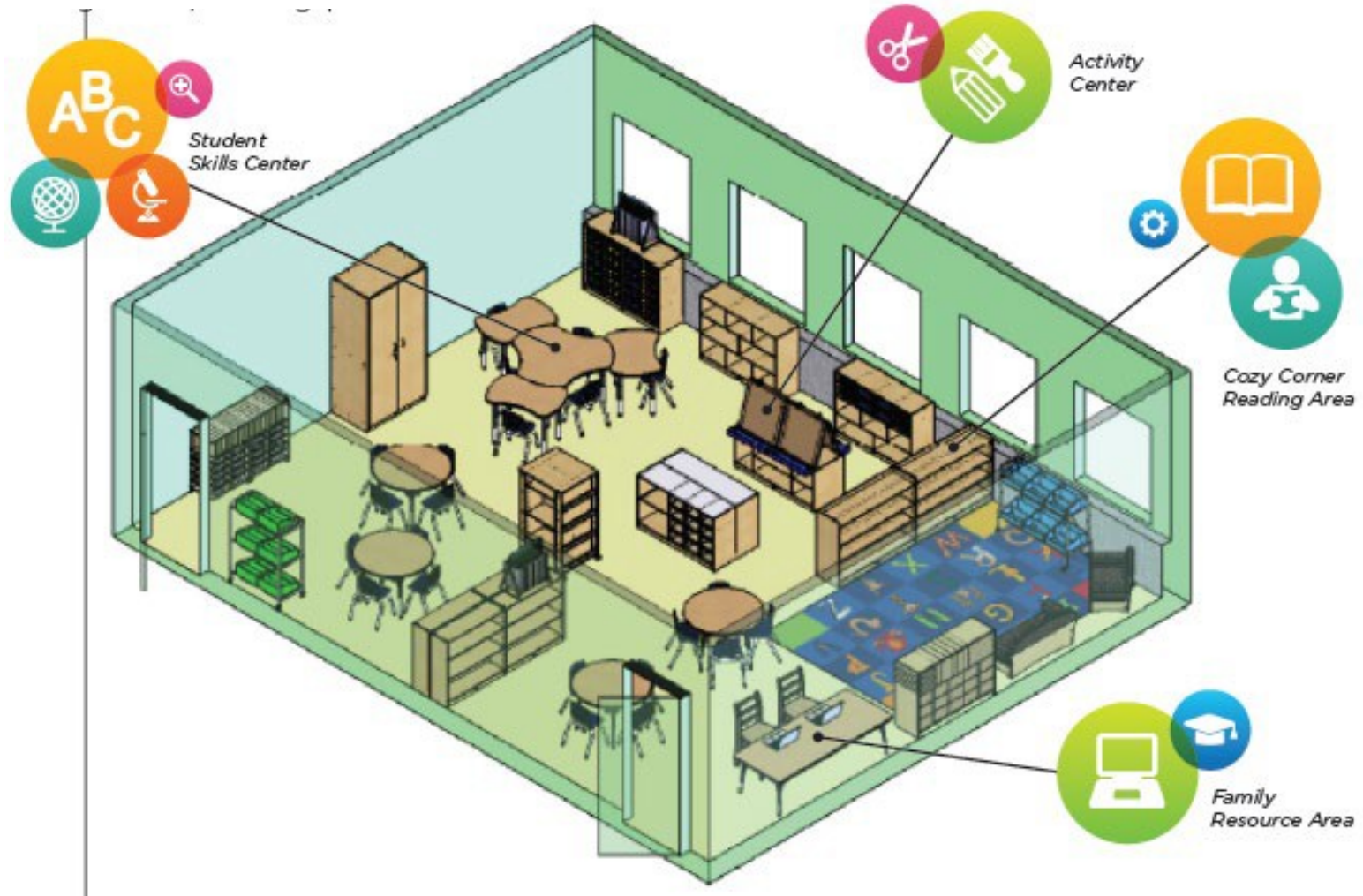


Don't just teach STEM... create
unforgettable learning experiences!

We're thrilled to bring you Steve Spangler Science™ - a Really
Good! Stuff® brand of engaging activity and experiential kits
with everything you need to create jaw-dropping, eye-
popping, standards-based experiences your students will be
talking about for years.



Really Good Resource Room – Sample Design Layout

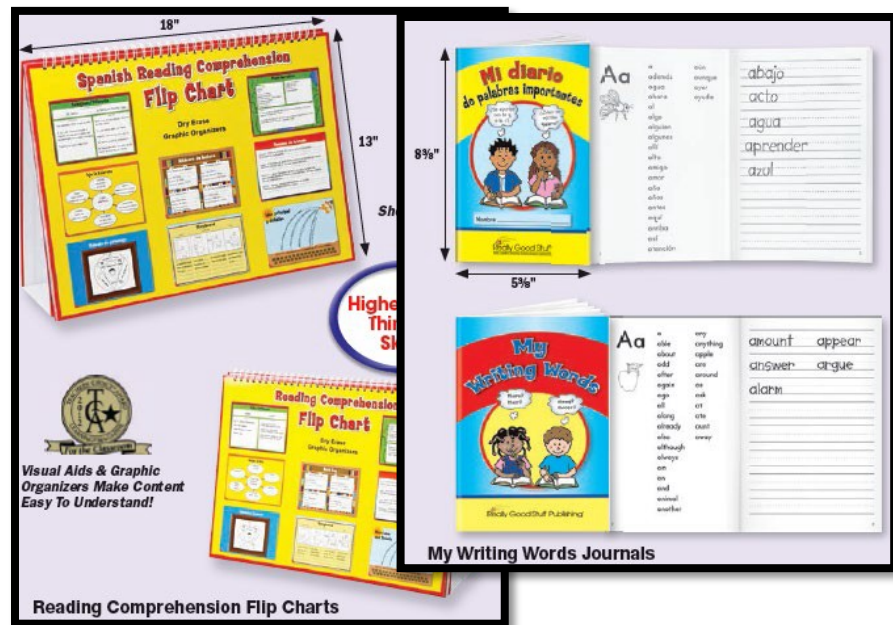


Dual Language Resources

Supplement Any Dual Language Program With These Engaging, Hands-On Tools!

The Same Products Are Available In English And Spanish!

Achieve biliteracy and bilingualism with our dual language enrichment materials. These Spanish literacy products have an English equivalent—with appropriate adjustments for language differences—making them perfect for teaching content in both Spanish and English. All of our products are great for take-home use and qualify for Title III funding. If you like what you see here, visit our Web site or contact your account manager for more information!



<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

- Really Good Stuff would like to extend a 3% Catalog Discount and Free Shipping (see below for exclusions) to ESUCC.
- The 3% discount will be off our regular pricing (merchandise total).
- Lift Gate, Palletized Inside Delivery, White Glove, Priority Express, Outside Contiguous U.S., and International deliveries do not qualify for the free shipping discount.
- Drop Ship items do not qualify for the free shipping discount. Drop ship items will be noted in our catalog and website with a truck icon that says "ships separately" (see below example)



Ships Separately

- Delivery: In stock items 7-10 business days (ARO). Drop ship 1-4 weeks (ARO).
- Shipping: Go to https://www.reallygoodstuff.com/shippinginfo/a/customer_service_shipping_info/ for current shipping rates and policies.
- Returns: Go to https://www.reallygoodstuff.com/returns/a/customer_service_returns/ for current Return & Exchange policies.
- Discounts cannot be combined with other Really Good Stuff promotional offers and/or coupons.
- Purchase orders must reference "ESUCC" to ensure discount is applied.

Please email purchase orders and quote requests to your Account Director Linda Perini at lperini@reallygoodstuff.com. <<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: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and IXL Learning ("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], July 1, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on [REDACTED], June 30, 2025, 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:
94-3321802

- 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:
IXL Learning

777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

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: _____

By: _____
 Name: Kraig Lofquist

Title: _____
Date: _____

Title: Executive Director _____
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

The majority of orders will be submitted through the ESUCC Marketplace between March 1 and May 31 of each year (Annual Renewal period), ESUCC can continue to collect additional orders through the ESUCC Marketplace after this period if the minimum purchase amount of 2500 has been met. <<VENDOR-

INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

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

<<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 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: allys@ixl.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: Ally Siwa
- b. Title: Educational Sales Consultant
- c. Phone: 402.213.1774
- d. Email: allys@ixl.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): Emily Aiken
Contact email address: eaiken@ixl.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>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Nearpod Inc., a Delaware corporation ("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], August 1, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on [REDACTED], July 31, 2025, 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.

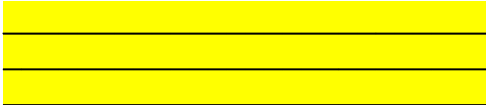
- 11. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval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

- 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: 

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: _____
Title: _____
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>>

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 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: _____
 - 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: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and JourneyEd.com ("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 August 1, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on July 31, 2025, 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: 46-3753365.
- 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: _____
_____ JourneyEd.com, Inc.
_____ 80 E. McDermott Dr
_____ Allen, TX 75002

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

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or

course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies

are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

29. Relationship Among Parties. This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

30. Rules of Construction. The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

31. Piggyback Clause. For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.

32. Attachments. Attachments to this Agreement include the following:

- Exhibit A – Scope of 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

COOPERATIVE

By: _____
Name: _____
Title: _____
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>>

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: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and [REDACTED] ("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 _____, **May 4,** 2022 (“Effective Date”) and shall continue until 12:00 midnight (CST) on _____, **May 3,** 2025, 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.

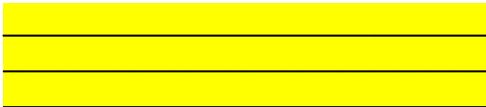
- 11. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval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

- 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: 

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: _____
Title: _____
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>>

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 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: _____
 - 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: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and **Gumdrop Books** ("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 , **May 4**, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on , **June 30**, 2025, 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.

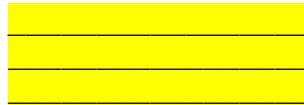
- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent 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:

A yellow rectangular redaction box covering three lines of text, likely the contractor's name and contact information.

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

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective

only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this

Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

29. Relationship Among Parties. This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

30. Rules of Construction. The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

31. Piggyback Clause. For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.

32. Attachments. Attachments to this Agreement include the following:

- Exhibit A – Scope of 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: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

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): _____
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



MEMORANDUM

DATE: April 11, 2022
FROM: Ted Witt, Technology Committee Oversight Chair
TO: Tammy Hurst, AEPA President
RE: Agenda Item Regarding Proposed Contract Amendment

CDW-G has proposed a contract amendment regarding limitation of liability for services which it would like to put forward to AEPA members using the AEPA Technology.

I have circulated the proposal with the Technology Oversight Committee, and we suggest acceptance by the board, so each state can make its own determination of accepting the amendment in accordance with their own laws and with AEPA procedures in Article 12, Section 4.

This section says, "AEPA recommends a contract with the vendor, and then each Member has the option to award the contract. If a vendor or Member requests a change in the contract, such change must be referred to the appropriate Category Committee. The appropriate Category Committee will make a recommendation to the President for action by the AEPA membership. The contract can only be modified by a vote of the membership, The appropriate vendor having a contract with a member may adopt any approved changes in the contract."

We made a slight modification to CDWG's original proposal, and the language of the draft amendment reads as follows:

Limitation of Liability. UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL VENDOR PARTNER OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF VENDOR PARTNER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. IN THE EVENT OF ANY LIABILITY INCURRED BY VENDOR PARTNER OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF VENDOR PARTNER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY EITHER THE AEPA MEMBER AGENCY OR THE LEA [DETERMINED BY THE PARTY BRINGING THE CLAIM] FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

What a Yes Vote Means

A vote to approve this language will mean that CDWG can propose this amendment to each of the AEPA members adopting the original contract. Then, each member state can decide for itself whether to accept it and amend its own locally awarded contract.

The benefit of states adopting the amendment is that there will be more likelihood of CDWG being able to sell services in their state, especially cloud-based data services. We believe that the language follows common, reasonable practices of other commercial contracts. If not adopted, CDWG may be hesitant to promote cloud services in those states.

Additional Procedural Background

During the presentation and recommendation for award at the fall meeting, I noted that CDW-G wrote in the bid's "exceptions" section, saying, "CDW-G is not proposing a specific language exception at this time." With no alternative language offered, we considered the bid terms were accepted as written.

I also reported that CDW-G made a request in the same section to "**UPON AWARD [emphasis added]** ... to negotiate a mutually agreeable limitation of liability clause - commiserate with the proposed categories of professional services."

During my presentation I noted that the CDW-G language was a "request," not a demand, and that the bidder's language for a potential conversation was at the discretion of AEPA members and was not a material exception that would prevent an award. Nothing in the exception required AEPA or a state co-op to negotiate.

I reminded the board that AEPA makes a recommendation, not an award. Awards are made at the state level. Further in my presentation I noted that the nature of this solicitation being an "invitation for bids" as opposed to a "request for proposals," it would not be responsible to negotiate anything in between an AEPA-recommendation vote and an eventual state-level award.

Finally, I noted that if CDW-G wanted to suggest a change in "liability," the procedure would be for the company to request a change to the Oversight Committee after the adoption of contracts by the states.

That step has been taken, and it is now coming back to the AEPA board for approval.

ESUCC Redesign Update - April 7-8, 2022
With Doreen Martin and Joan Wade

Thursday PM- 12 -4

Attendance:

ESU Administrators: 1 (Bill Heimann), 2 (Ted DeTurk), 3 (Dan Schnoes), 4 (Gregg Robke), 5 (Brenda McNiff), 6 (John Skretta), 7 (Larianne Polk), 8 (Cory Dahl), 9 (Drew Harris), 10 (Melissa Wheelock), 11 (Greg Barnes), 13 (Laura Barrett), 15 (Paul Calvert) 16 (Deb Paulman), 17 (Geraldine Erickson), 18 (Sarah Salem), 19 (Fateama Fullmore)

NDE Leaders: Russ Masco

ESUCC Staff: Kraig Lofquist, Deb Hericks (recorder)

ESUPDO & Initiative Representatives:

SDA (Kellen Conroy), TLT (Lori Biesecker), ESPD (Ruth Miller), NOC (Dustin Buggi),

- Welcome and Introductions
- Setting the Current Context - If you could have what you want, what would you have?
 - 5 Bold Steps
 - [Updates](#)
 - Continuous Improvement - ESU Standards
 - Sub Committee developed ESU standards
 - Adopted in February 2020
 - Sub Group build out rubric
 - Adopted by ESUCC July 2021
 - Adopted by ESU 1, 3, 8, 10
 - Next steps - formalize documents and formally warehouse those documents
 - **Measurable and evidence based**
 - Allows for creativity and context of ESUs
 - Great conversations with great descriptors
 - Learning from each other by sending our people doing the site visits
 - Knowledge - how to gather, share, and distribute
 - From AESA - Perspective Journal - available for AESA
 - From AESA - Submit proposal to AESA
 - From AESA - Can you bolster this process for other areas of need?
 - Joint Decision Parameter
 - Struggled with NDE and they way they rollout

- Short notice
- Not at the table
- Make a won-win situation
- A group met with the Leadership Team at NDE
 - Guarded
 - Communication initial better - COVID hit and challenges brought with that - NDE is working from home
- Struggled the most with this bold step - most difficult
- Rule 84 - by law we meet with NDE twice a year
- From AESA - What can we leverage to make this improvement?
- From AESA - Influencing joint decision making
- SIMPL
 - Complete an inventory of services
 - Tell our story
 - Service Implementat Model Process and Log
 - Grassroots process - developer at ESU 10 creating
 - Brought on ESUs as they were ready
 - Began with professional development
 - Added technology, Student Services
 - COOP - savings
 - Logging events
 - 2021 - created a catalog of services
 - Multi district ESUs have services into SIMPL
 - Have to work with single service unit - so they do not create chaos
 - Phase one will be completed by the end of this year (2022)
 - Phase two - tech service provided and logging
 - What is done
 - How long it took
 - Value add component - explore with technology
 - Student Services
 - Phase three - consistent measurement tool within the platform that will measure implementation objectives
 - Any other services offered - print shops, etc.
 - We are a network - not a system
 - We each do our own thing but learn from each other
 - Need to look at the data we are collecting -
 - Some feelings of misinterpretations in the data

- Need to see what rises the top
- From AESA - May fall in another way within “value”
- Utilized tool with state senators - to share our story
 - Legislative Day we can show them our data - individually and together
- Helps to grow our network across the state with each other
- Need to figure out what phases fit each ESU
- All intended and unintended consequences should be celebrated
- Value Add
 - Develop a metric that identified the dollars saved by using ESUs and ESU services
 - Can’t quantify, modify
 - Talked with several outside firms and kept coming back to our own system (SIMPL)
 - Combined with SIMPL to help with value-add component
 - Professional development - RULe 84 requirement
 - Across the state - figure out time, energy, attention, skills and come to conclusion on cost factor
 - Not necessarily about the economics - need to show differentiation between them
 - Can’t equate price with quality
 - Market cost comparison - in one iteration and we compared costs but didn’t feel accurate. This is what it costs us but didn’t bill schools.
 - SAVE - not necessarily saved money but used funds for other needed things
 - COST - locations cost differently - some charge schools for certain things that other do not
 - How do we tell the whole picture - different from district to district and ESU to ESU
 - “Priceless”
 - Resources - time, knowledge, skills, personnel, abilities
- Value Proposition
 - All ESUs approach things in different ways
 - What is the value of the ESUCC
 - What would happen if the ESUCC did not exist?
 - What problems statewide exist that we (ESUCC) can solve

- Each ESU create an elevator speech - shared with each other at PDO
 - Regionally we duplicate efforts - we can share knowledge with each other.
 - CELEBRATE SUCCESS
 - From AESA - Is anyone using the standards a different way to make sure we are using them correctly?
 - New
 - Match individually and then discuss as a group to see the difference
 - Standards are being aligned to SIMPL services
 - Bold Steps - was able to help in legislative study
 - Drivers for the Next Set of Work for the ESU Coordinating Council - Context setting. Moving from what - towards what? Current State, ESUs, CC - CHOOSE a RECORDER and an ACTIVATOR
 - Political
 - Economic
 - Educational Innovation
- Group One - Geraldine, Dan, Ruth, Larianne, Ted, John - [Poster](#)
 - Political Drivers
 - Unfunded mandates
 - Property tax
 - Core service dollars
 - Rule 84
 - Declining rural population
 - State board dysfunction
 - Lack of coordinated and cohesive communication
 - ESU staff shortages
 - Educational CertificationID (praxis, reciprocity, licenses teacher
 - Timing of communication
 - Whose narrative tells the story
 - Economic Drivers
 - Unfunded Mandates
 - Property tax
 - Core service dollars
 - Grant inconsistent requirements (mental health, perkins, etc)
 - Declining rural population
 - ESU staff shortages

- Timing of communication
 - Educational Innovations
 - Zoom*
 - MTSS*
 - Journey to Inclusion*
 - Eduroam*
 - Cybersecurity*
 - Rural broadband*
 - Mental health*
 - Declining rural populations
 - ESU staff shortages*
 - Data systems
- Group Two - Paul, Lori B, Sara, Melissa, Fateama, Drew, Greg B [Poster 1](#) [Poster 2](#)
 - Political
 - School accountability
 - Student achievement
 - Property taxes
 - Unfunded mandates
 - Rule 84 requirements
 - Legislative session
 - Economic
 - Providing efficiency
 - Statewide projects
 - Core service requirements
 - Size economy of scale
 - Funding for PD-EX TLT- Caitlin Tucker
 - Goes and impacts schools
 - Education Innovation
 - Staff shortages - assisting w/ hiring
 - Mental health
 - technology/cybersecurity
 - Societal changes
 - Adaptability - Pandemic
 - Shared Services
 - Customized Services
 - Leadership support - change in leaders
 - Andrew Easton - ex: provides communication statewide
 - Collaborative efforts of affiliates

- Group Three - Laura, Gregg, Kellen, Deb P., Bill, Cory [Poster](#)
 - Political
 - Reactive vs proactive
 - Term limits
 - Equity
 - Lack of understanding of regional benefit
 - Relationship with NDE
 - Leadership
 - Relationship with districts
 - Economic
 - Efficient use of resources
 - Funding
 - Demographic changes
 - Relationship with NDE
 - Relationship with districts
 - Educational
 - Statewide initiatives - HQIM, Matt, Learning Acc.. MTSS, Mental Health, etc.
 - Focus on the whole child
 - Customization of services sustainability and delivery model
 - Relationship with NDE
 - Relationship with districts
- Group Four (DL) - Kraig, Russ, Dustin [Poster](#)
 - Political
 - Federal - facilitating change CSI, TSI, ATSI (300+) - NDE responsibilities
 - State legislature/Governor
 - Pro-private schools
 - Economic
 - We are consistently passed over
 - Educational Innovation
 - Zoom
 - Distance Education
 - Growth
 - Teacher shortage
 - ESUPDO
 - Brad Giese (Data Literacy), mental health, John Hattie (visible learning)
 - TLT Special Projects

- Analysis to Assure the Best Value and Use of Resources
 - High - Incentive to focus time, energy, attention, knowledge, skills
 - Low - Incentive to think more and keep reconsidering the RIGHT time
 - Common pitfalls -
 - Not understanding the value to specific audiences
 - Not being strategic about the use of resources
 - Not understanding the constraints of the resources

Next Group Activity:

Group 1:

Answer these questions: [Poster](#)

- If You could have what you want, what would you have?
 - A relationship, trust, and communication with policy makers, external stakeholders & NDE
 - Necessary resources (fiscal & Human) to do our job to expand, to innovate, and impact even more
 - Seamless synced data real time showing results (ESU)
- As a network of ESUs we are moving from THIS to THAT
 - Bold steps to next gen
 - Inconsistent service ID to master catalog
 - Background to foreground
- Our greatest momentum is in the area of.....
 - Continuous improvement
 - Data collection
 - Mental health
- We are poised to influence the FUTURE with/by.....
 - Innovating, advocating, communicating, collaborating

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> • Collaborative • Communication • Statewide personnel + Programs • relationships 		CONSTRAINTS <ul style="list-style-type: none"> • Re-educating stakeholders • Financial resource • Recruiting + retaining staff
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> • Accessing additional state dollars 		OPPORTUNITIES <ul style="list-style-type: none"> • Mental health • Innovate & create new services • Sync data

Group 2

Answer these questions: [Poster](#)

- If You could have what you want, what would you have?
 - Equitably Serve schools across ESUs
 - Resources to offer consistent equity for all schools
- As a network of ESUs we are moving from THIS to THAT
- Our greatest momentum is in the area of.....
- We are poised to influence the FUTURE with/by.....
 - Influence a positive perception of education

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> • Expertise • Strong belief in mission • Communication • Diversity • support/services 		CONSTRAINTS <ul style="list-style-type: none"> • Legislature • Staffing • Unfunded mandates • Communication w/ entities • Understanding of ESUCC Role
	FUTURE - influence the positive perception of education	

OBSTACLES <ul style="list-style-type: none"> ● Resources ● Zooming/Distance/Loss of in person connections ● geography 		OPPORTUNITIES <ul style="list-style-type: none"> ● We are needed ● Build partnerships to offer services ● timing/credibility
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Group 3

Answer these questions: [Poster 1](#) [Poster 2](#)

- If You could have what you want, what would you have?
 - We would want a consistent, commonly understood system for education for Birth-21
 - We would want to use each others; strengths across all agencies
- As a network of ESUs we are moving from THIS to THAT
 - We're moving from creating ESU standards to establishing a consistent improvement process and supporting protocols
 - Reactive to proactive
- Our greatest momentum is in the area of.....
 - Is in the area of ESU Standards and Data Collections
- We are poised to influence the FUTURE with/by....
 - Throughout relationships.

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> ● Strong relationship ● Talented, highly skilled staff ● Mindset for connecting and collaboration ● ESUCC actionable Connections 		CONSTRAINTS <ul style="list-style-type: none"> ● Agencies ● Competing interests ● Funding ● Traditional Educational Mindset/Model ● Staffing
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Competing interests ● Political forces 		OPPORTUNITIES <ul style="list-style-type: none"> ● Carry forward lessons learned ● Hybrid learning ● Build new partnerships ● Next steps with

		Tech/Virtual Environment
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Group 4

Answer these questions: [Document](#)

- If You could have what you want, what would you have?
 - Joint decision making must occur for planning and implementation purposes.
 - What does this look like?
 - What is the process?
 - Who is involved?
 - Relationships/Work must be built on trust.
 - We will have stable funding.
- As a network of ESUs we are moving from THIS to THAT
 - We are moving from an anecdotal or intuitive decision making model to a strong data based decision making and problems solving process.
- Our greatest momentum is in the area of.....
 - Professional development
 - Technology support
 - Special education services
- We are poised to influence the FUTURE with/by.....
 - We will research and know of any significant changes that might help ESUs and schools.
 - Ongoing statewide promotion of ESUs, leveraging social media tools, etc.
 - Leverage school district leadership (superintendents/principals) to proactively promote the importance of ESU involvement.
 - We will build on the success of our “government relations” work and our “annual legislative day.”

Systems analysis [Document](#)

<p>STRENGTHS</p> <ul style="list-style-type: none"> ● Strong relationships with school districts (based on trust) ● Highly competent ESU staff 		<p>CONSTRAINTS</p> <ul style="list-style-type: none"> ● Some people don't understand or believe how outstanding ESU staff members are.
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<ul style="list-style-type: none"> ● Highly competent ESU leadership ● Regional Concept ● Data based decision making ● Adaptable 		<ul style="list-style-type: none"> ● Some don't understand or value ESUs. ● Budgets/Financial
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Bureaucracy ● Employee Turnover ● Term Limits ● Regional capacity ● Financial resources 		OPPORTUNITIES <ul style="list-style-type: none"> ● Promote ESUs/ESUCC leveraging technology and social media ● Cyber Security ● Early childhood ● Safety/Mental Health ● Joint decision making, planning & implementation

- Closing
 - Two things they appreciated
 - Two things we want moving forward?

Friday AM 8 to 12

- Re-cap of Thursday
 - Work on priorities today based on yesterday's posters
 - **2 Commonalities** - *** mean duplicates
 - Equity of services across the state **
 - Culture - not where we would like to be - influence a positive perception across the state
 - Expertise across the state
 - Communication & Collaboration **
 - Diversity
 - Support and Services for ESUs and school
 - Resources - lack of ****

- Geography - Sparsity/populations
- Loss of in person contact - Zoom, distance, etc - has opened opportunities as well
- We are needed - unfunded mandates
- Build partnerships **
 - Maintain and grow - continue
 - Relevant and intentionality (mental health, etc)
- Increase in credibility - masks, hand sanitizer - helped to build
- Constraint of Legislature **
- Short staffing ***
- Term limits of legislators**
- Creating standards - consistent improvement processes
- Moving from reactive to proactive **
 - How do we plan for it and carry forward
- Consistently commonly understood system from birth-21
 - Leverage strengths
 - Relationships
- Talented and high skilled staff ***
 - Connectedness
- Actionable strengths/connections - make things happen
- Competing interests - programs, processes, initiatives
- Strengths in models - supporting learning, teachers
- Relationships of reliability with stakeholders - legislators, etc
- Resources to innovate - staffing/resources**
- Sync'd - realtime systems**
 - Singular location
 - Decisions made across the state
- Momentum in collecting data
- Mental Health Support ***
- Re Educate stakeholders
- Financial resources - constraint***
- Innovate and Create
- Asking for something new will be an obstacle
- Chronic turnover - legislative, staff - supt/principals, etc
 - Need to get them to understand long term thinking
 - Need to educate
- Cybersecurity
- Early childhood

- **2 Questions**
 - Influencing a positive perception of ESUs and schools
 - Competing interests - obstacle and strengths
 - Strengths become opportunities
- **2 Considerations**
 - Resource equity
 - Influence communication - innovative**
 - Positive Perception
 - **Be a positive force for education in Nebraska.**
 - What do we do best, how do we market it
 - Staffing, personnel**
 - Leverage technology in a positive way - zoom, etc. ***
 - Cybersecurity
 - Funding**
 - Relationships & Partnerships**
 - Maintain and grow - continue
 - Relevant and intentionality (mental health, etc)
 - Strategy - knowing what you will say no to and how to use partnership to get the services they need
 - Intentional - strengths
 - Work in education
 - Teaching and reteaching
 - Education Constituencies
 - Board, supts, etc
 - Data - continuing supports and additions**
 - Real time access at ESU level
 - Impact
 - Mental Health

Where does the value proposition fit?

- Advocacy
- Leadership
- Structure
- Support
- Guidance

Themes identified

- Demonstrating and capturing value to inform
- Influencing innovation, decision making, planning and implementation

- Communicating value that represents and supports the uniqueness of different regions and ESU entities
 - Strengthening the statewide quality of the ESUs by connecting ESU standards programs and services
 - Developing innovative and responsive programs and services (mental health, early childhood, cybersecurity)
 - Real time data to demonstrate at measurable impact
 - Equitable resources and capacity
 - Leveraging technology and what we learned to positively impact services
 - Being intentional with strengthening relationships and partnerships for long term impact on education
 - Educating Constituencies
-
- Drafting of Priorities
 - Individually - No more than 5 minutes
 - Triads - no more than 5
 - Groups of 6 - no more than 4
 - Representation from each group - no more than 8
 - Let's review and see how it all plays together

Group One - [Poster 1](#)

- Developing proactive innovative and responsible programs and services
 - Advocate, development and support, innovative programs and services
- Equitable resources and capacity
 - Funding
 - Staffing
 - Services
 - Opportunities
 - Support equitable resources through collaboration and the use of reliable data
- Being intentional with strengthening relationships and partnerships
 - Leaderships
 - Strategically strengthen leadership through developing relationships and partnerships
- Communicating and capturing value to inform our stakeholders
 - Data - real time
 - marketing/promoting
 - Communicating value and impact to our stakeholders using reliable data
- Strengthening the statewide quality of ESUs by connecting ESU standards to programs and services

Group Two - [Poster 1](#)

- Leveraging Partnerships to ensure equitable resources and capacity for service delivery

- Refining and defining data (reliable) processes
- Innovation (Staffing & Services)
- Communication - positive, proactive, influential, global, two-way, advocating and value

Group Three [Poster 1](#) [Poster 2](#)

- Do we have a role and goal clarity?
- Are we trying to convince people of our value, or make an impact with our value?
- Communication, marketing, branding - narrative impact -
 - how do we tell our story
 - Communication
 - Marketing
 - Branding
 - impact
 - How is this demonstrated
 - Innovation
 - professional learn,
 - data,
 - Tech
 - virtual
 - How does this get done?
 - Equitable resources
 - Expanding district capacity
 - Collective expertise and impact
 - Strategic partnerships
- Finalizing Priorities
 - Setting Bold Steps
 - Identifying three steps to implement in this first year

Levers for Impact

Explore the levers/strengths you can employ to tackle bold steps

[Poster 1](#)

- Relationships - access, credibility
- Technology -
- Expertise - staffing
- Data - qualitative, quantitative to point to impact and influence
- Trust
- PDO Structure - ESU Collaboration - culture of teaching, learning, and innovation
- Communication - telling story, listening to others needs

[Poster 2](#)

- Diverse experience - lived it, understand it
- Relationships - teamwork, reliable support, trust

- Expertise - specialized in many ways, go-to resource, Looked to for leadership
- Collaboration - established in many areas, structure promotes opportunities
- Connections - vast statewide network, local, regional, connected, w/ multiple entities
- Perseverance - no quit in ESUs, study us all you want, keep showing up, and coming back
- Dynamic - resourceful, powerful, culpable, collective capacity
- Vision - proactive, future oriented, no just fire fighting, horizon view
- Passion - Rock it til ya drop! Love what we do.

Poster 3

- Relationships - trust across groups
- Communication - consistency and support
- Collaboration - teamwork
- Diversity - range of skills
- Talented staff - areas of expertise
- Regional concept - locally and statewide
- Data based decisions - measure growth on bold steps
- ESUCC staff - areas of expertise

Goals

1 - Communicate values and impact [poster](#)

Tell your story

SIMPL

Local State and national level impact

Role and goal clarity

2 - Lead by leveraging partnerships and collective expertise - [poster](#)

Expand capacity

Influence decision making

Affiliates, pdo

Collaboration

3 - Advocate, develop and support innovative services and resources - [poster](#)

Professional learning

Talent management

Equitable resources

Fiscal responsibility

4- Use reliable data processes to inform decisions and actions - [poster](#)

SIMPL

Statewide (NDE)

Outcomes

Decision Making

Mental Health

Cybersecurity

Early Childhood

[The Success Case Methods - \\$24.27 on Amazon](#)

Story in 2025 - Influence and future

- Each of these will be communicated by any member for the ESU/PDO, etc.
 - What we do aligns with who we are and why we are here
 - NDE initiatives will align with ESUCC
 - Proactive in promotion of our services and ESUCC is commonly activated by any stakeholders
 - Schools, NDE and legislature and others will understand our value and impact.
 - The data will show that NE ESU positively impacted learning
 - We will enhance public perception around public education in NE and ESUs/ESUCC has a more prominent voice and role within that.
 - Innovative public/private partnerships
 - Reliable process for collecting data and funding innovative services
 - We will have identified and implemented cutting edge state of the art services using reliable data
 - Solve the educator workforce shortage
 - Two years - Regular meetings and planning and implementing statewide projects
-
- Closing

The mess - Doreen will create a diagram to show

- Set of challenging interactions
 - What are both strengths and weaknesses
- Part of our system - contribute or detract from
- Communicating in the same language

March 31, 2022

Checkbook Balances:

As of Sept. 1, 2021 \$4,496,854.14

As of March 1, 2022= \$4,114,010.08

	<u>March 2022 Receipts</u>	<u>March 2022 Disbursements</u>	<u>March 2021 Receipts</u>	<u>March 2021 Disbursements</u>
ESUCC Admin	\$2,282.78	(\$21,457.99)	\$386.62	(\$18,033.86)
COOP	\$29,294.77	(\$28,820.55)	\$27,486.21	(\$25,953.14)
DEC	\$0.00	(\$26,641.35)	\$0.00	(\$25,162.83)
IMAT	\$5,700.00	(\$8,122.19)	\$0.00	(\$7,884.49)
SRS	\$0.00	(\$36,609.42)	\$0.00	(\$42,472.92)
PDO	\$17,949.00	(\$4,210.29)	\$33,814.40	(\$3,470,596.25)
PS	\$0.00	(\$37,396.32)	\$0.00	\$0.00
AAP	\$0.00	(\$2,790.60)	\$0.00	\$0.00
PROJ PARA	\$0.00	(\$5,182.53)	0	\$0.00
	\$55,226.55	-\$171,231.24	\$61,687.23	-\$3,590,103.49
ESUCC Reserve	\$250,000.00			
As of March 31, 2022 =	\$3,998,005.39		March 31, 2021 =	\$4,443,471.17

Outstanding Receipts As Of 03/31/22

ESUCC Admin.	\$0.00
MSA, Gov't Relations	
COOP	\$14,481.57
Annual Buy Vendor Admin Fees	\$288.05
School Orders Worldbook/Movie Lic./Securly	\$1,000.00
AEPA/Special Buys/Food/Custodial Admin Fees	\$13,193.52
DEC	\$0.00
	\$0.00
IMAT	\$0.00
NDE, ISKME Renewal	\$0.00
MSA, Digital Learning Fee	\$0.00
PD Library (Sora)	\$0.00
SRS	\$5,500.00
MSA, SRS Admin Fee (ESU 19)	\$5,500.00
PDO	\$300,120.00
MSA, PDO Program Fees	
PD Trainings/Reg. Fees	\$20.00
NDE, AAP	\$300,000.00
Grants (GEERS)	\$0.00
GEERS Devices	\$0.00
Crisis	\$100.00
MSA TLT Special Project, IDM Summer Institute	\$0.00
PS	\$3,000.00
PowerSchool Membership Fees (Fullerton)	\$3,000.00
Total:	\$323,101.57

FY Net Activity 03/31/22

ESUCC Admin	\$173,438.57
COOP	\$128,469.62
DEC	\$115,197.68
IMAT	\$48,962.66
SRS	-\$125,218.58
PDO	-\$1,108,435.86
PS	\$316,575.94
AAP	-\$16,743.60
PROJ PARA	-\$31,095.18
	-\$498,848.75

Budget Notes/Comments, March 2022:

9.90%	Total Budget Usage
53.74%	Adjusted Budget Usage
58.31%	7-month Budget Project

Notes/Special Receipts, March 2022:

\$14,296.00	Crisis Training Funds
\$2,059.00	ADMN, MSA Funds
\$5,700.00	IMAT, MSA Funds
\$3,653.00	PD, MSA Funds
\$29,294.77	COOP Admin Fees

Notes/Special Disbursements, March 2022:

\$11,769.64	PowerSchool Contracted Service
\$1,402.50	ESU 10, SIMPL Programming
\$6,526.82	PowerSchool Training
\$980.00	Securly, Bridgeport Renewal
\$535.00	NRCSA Conference/Exhibitor Booth

April Expenses Payable May 2022 Total \$183,255.07

\$5,106.63	AEPA, Member Fee & Sales Assessment, COOP
\$1,946.99	ESU 5, SSL Certificate for 5 yrs, PS
\$9,400.00	Sierra Training (Kendall Zoller), SDA
\$1,200.00	AEPA, Spring Meeting Registration, COOP
\$1,383.00	Cincinnati Insurance, ADMN

Special Projects/Grants Status as of March 31,2022:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$14,088.75
Adviser Contract with NDE	\$13,695.00	\$19,890.00
Software Innovation Network	\$960,000.00	\$156,185.64
GEERS	\$11,997,884.77	\$11,067,294.53

ESUCC Redesign Update - April 7-8, 2022
With Doreen Martin and Joan Wade

Thursday PM- 12 -4

Attendance:

ESU Administrators: 1 (Bill Heimann), 2 (Ted DeTurk), 3 (Dan Schnoes), 4 (Gregg Robke), 5 (Brenda McNiff), 6 (John Skretta), 7 (Larianne Polk), 8 (Cory Dahl), 9 (Drew Harris), 10 (Melissa Wheelock), 11 (Greg Barnes), 13 (Laura Barrett), 15 (Paul Calvert) 16 (Deb Paulman), 17 (Geraldine Erickson), 18 (Sarah Salem), 19 (Fateama Fullmore)

NDE Leaders: Russ Masco

ESUCC Staff: Kraig Lofquist, Deb Hericks (recorder)

ESUPDO & Initiative Representatives:

SDA (Kellen Conroy), TLT (Lori Biesecker), ESPD (Ruth Miller), NOC (Dustin Buggi),

- Welcome and Introductions
- Setting the Current Context - If you could have what you want, what would you have?
 - 5 Bold Steps
 - [Updates](#)
 - Continuous Improvement - ESU Standards
 - Sub Committee developed ESU standards
 - Adopted in February 2020
 - Sub Group build out rubric
 - Adopted by ESUCC July 2021
 - Adopted by ESU 1, 3, 8, 10
 - Next steps - formalize documents and formally warehouse those documents
 - **Measurable and evidence based**
 - Allows for creativity and context of ESUs
 - Great conversations with great descriptors
 - Learning from each other by sending our people doing the site visits
 - Knowledge - how to gather, share, and distribute
 - From AESA - Perspective Journal - available for AESA
 - From AESA - Submit proposal to AESA
 - From AESA - Can you bolster this process for other areas of need?
 - Joint Decision Parameter
 - Struggled with NDE and they way they rollout

- Short notice
- Not at the table
- Make a won-win situation
- A group met with the Leadership Team at NDE
 - Guarded
 - Communication initial better - COVID hit and challenges brought with that - NDE is working from home
- Struggled the most with this bold step - most difficult
- Rule 84 - by law we meet with NDE twice a year
- From AESA - What can we leverage to make this improvement?
- From AESA - Influencing joint decision making
- SIMPL
 - Complete an inventory of services
 - Tell our story
 - Service Implementat Model Process and Log
 - Grassroots process - developer at ESU 10 creating
 - Brought on ESUs as they were ready
 - Began with professional development
 - Added technology, Student Services
 - COOP - savings
 - Logging events
 - 2021 - created a catalog of services
 - Multi district ESUs have services into SIMPL
 - Have to work with single service unit - so they do not create chaos
 - Phase one will be completed by the end of this year (2022)
 - Phase two - tech service provided and logging
 - What is done
 - How long it took
 - Value add component - explore with technology
 - Student Services
 - Phase three - consistent measurement tool within the platform that will measure implementation objectives
 - Any other services offered - print shops, etc.
 - We are a network - not a system
 - We each do our own thing but learn from each other
 - Need to look at the data we are collecting -
 - Some feelings of misinterpretations in the data

- Need to see what rises the top
- From AESA - May fall in another way within “value”
- Utilized tool with state senators - to share our story
 - Legislative Day we can show them our data - individually and together
- Helps to grow our network across the state with each other
- Need to figure out what phases fit each ESU
- All intended and unintended consequences should be celebrated
- Value Add
 - Develop a metric that identified the dollars saved by using ESUs and ESU services
 - Can’t quantify, modify
 - Talked with several outside firms and kept coming back to our own system (SIMPL)
 - Combined with SIMPL to help with value-add component
 - Professional development - RULe 84 requirement
 - Across the state - figure out time, energy, attention, skills and come to conclusion on cost factor
 - Not necessarily about the economics - need to show differentiation between them
 - Can’t equate price with quality
 - Market cost comparison - in one iteration and we compared costs but didn’t feel accurate. This is what it costs us but didn’t bill schools.
 - SAVE - not necessarily saved money but used funds for other needed things
 - COST - locations cost differently - some charge schools for certain things that other do not
 - How do we tell the whole picture - different from district to district and ESU to ESU
 - “Priceless”
 - Resources - time, knowledge, skills, personnel, abilities
- Value Proposition
 - All ESUs approach things in different ways
 - What is the value of the ESUCC
 - What would happen if the ESUCC did not exist?
 - What problems statewide exist that we (ESUCC) can solve

- Each ESU create an elevator speech - shared with each other at PDO
 - Regionally we duplicate efforts - we can share knowledge with each other.
 - CELEBRATE SUCCESS
 - From AESA - Is anyone using the standards a different way to make sure we are using them correctly?
 - New
 - Match individually and then discuss as a group to see the difference
 - Standards are being aligned to SIMPL services
 - Bold Steps - was able to help in legislative study
 - Drivers for the Next Set of Work for the ESU Coordinating Council - Context setting. Moving from what - towards what? Current State, ESUs, CC - CHOOSE a RECORDER and an ACTIVATOR
 - Political
 - Economic
 - Educational Innovation
- Group One - Geraldine, Dan, Ruth, Larianne, Ted, John - [Poster](#)
 - Political Drivers
 - Unfunded mandates
 - Property tax
 - Core service dollars
 - Rule 84
 - Declining rural population
 - State board dysfunction
 - Lack of coordinated and cohesive communication
 - ESU staff shortages
 - Educational CertificationID (praxis, reciprocity, licenses teacher
 - Timing of communication
 - Whose narrative tells the story
 - Economic Drivers
 - Unfunded Mandates
 - Property tax
 - Core service dollars
 - Grant inconsistent requirements (mental health, perkins, etc)
 - Declining rural population
 - ESU staff shortages

- Timing of communication
 - Educational Innovations
 - Zoom*
 - MTSS*
 - Journey to Inclusion*
 - Eduroam*
 - Cybersecurity*
 - Rural broadband*
 - Mental health*
 - Declining rural populations
 - ESU staff shortages*
 - Data systems
- Group Two - Paul, Lori B, Sara, Melissa, Fateama, Drew, Greg B [Poster 1](#) [Poster 2](#)
 - Political
 - School accountability
 - Student achievement
 - Property taxes
 - Unfunded mandates
 - Rule 84 requirements
 - Legislative session
 - Economic
 - Providing efficiency
 - Statewide projects
 - Core service requirements
 - Size economy of scale
 - Funding for PD-EX TLT- Caitlin Tucker
 - Goes and impacts schools
 - Education Innovation
 - Staff shortages - assisting w/ hiring
 - Mental health
 - technology/cybersecurity
 - Societal changes
 - Adaptability - Pandemic
 - Shared Services
 - Customized Services
 - Leadership support - change in leaders
 - Andrew Easton - ex: provides communication statewide
 - Collaborative efforts of affiliates

- Group Three - Laura, Gregg, Kellen, Deb P., Bill, Cory [Poster](#)
 - Political
 - Reactive vs proactive
 - Term limits
 - Equity
 - Lack of understanding of regional benefit
 - Relationship with NDE
 - Leadership
 - Relationship with districts
 - Economic
 - Efficient use of resources
 - Funding
 - Demographic changes
 - Relationship with NDE
 - Relationship with districts
 - Educational
 - Statewide initiatives - HQIM, Matt, Learning Acc.. MTSS, Mental Health, etc.
 - Focus on the whole child
 - Customization of services sustainability and delivery model
 - Relationship with NDE
 - Relationship with districts
- Group Four (DL) - Kraig, Russ, Dustin [Poster](#)
 - Political
 - Federal - facilitating change CSI, TSI, ATSI (300+) - NDE responsibilities
 - State legislature/Governor
 - Pro-private schools
 - Economic
 - We are consistently passed over
 - Educational Innovation
 - Zoom
 - Distance Education
 - Growth
 - Teacher shortage
 - ESUPDO
 - Brad Giese (Data Literacy), mental health, John Hattie (visible learning)
 - TLT Special Projects

- Analysis to Assure the Best Value and Use of Resources
 - High - Incentive to focus time, energy, attention, knowledge, skills
 - Low - Incentive to think more and keep reconsidering the RIGHT time
 - Common pitfalls -
 - Not understanding the value to specific audiences
 - Not being strategic about the use of resources
 - Not understanding the constraints of the resources

Next Group Activity:

Group 1:

Answer these questions: [Poster](#)

- If You could have what you want, what would you have?
 - A relationship, trust, and communication with policy makers, external stakeholders & NDE
 - Necessary resources (fiscal & Human) to do our job to expand, to innovate, and impact even more
 - Seamless synced data real time showing results (ESU)
- As a network of ESUs we are moving from THIS to THAT
 - Bold steps to next gen
 - Inconsistent service ID to master catalog
 - Background to foreground
- Our greatest momentum is in the area of.....
 - Continuous improvement
 - Data collection
 - Mental health
- We are poised to influence the FUTURE with/by.....
 - Innovating, advocating, communicating, collaborating

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> ● Collaborative ● Communication ● Statewide personnel + Programs ● relationships 		CONSTRAINTS <ul style="list-style-type: none"> ● Re-educating stakeholders ● Financial resource ● Recruiting + retaining staff
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Accessing additional state dollars 		OPPORTUNITIES <ul style="list-style-type: none"> ● Mental health ● Innovate & create new services ● Sync data

Group 2

Answer these questions: [Poster](#)

- If You could have what you want, what would you have?
 - Equitably Serve schools across ESUs
 - Resources to offer consistent equity for all schools
- As a network of ESUs we are moving from THIS to THAT
- Our greatest momentum is in the area of.....
- We are poised to influence the FUTURE with/by.....
 - Influence a positive perception of education

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> ● Expertise ● Strong belief in mission ● Communication ● Diversity ● support/services 		CONSTRAINTS <ul style="list-style-type: none"> ● Legislature ● Staffing ● Unfunded mandates ● Communication w/ entities ● Understanding of ESUCC Role
	FUTURE - influence the positive perception of education	

OBSTACLES <ul style="list-style-type: none"> ● Resources ● Zooming/Distance/Loss of in person connections ● geography 		OPPORTUNITIES <ul style="list-style-type: none"> ● We are needed ● Build partnerships to offer services ● timing/credibility
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Group 3

Answer these questions: [Poster 1](#) [Poster 2](#)

- If You could have what you want, what would you have?
 - We would want a consistent, commonly understood system for education for Birth-21
 - We would want to use each others; strengths across all agencies
- As a network of ESUs we are moving from THIS to THAT
 - We're moving from creating ESU standards to establishing a consistent improvement process and supporting protocols
 - Reactive to proactive
- Our greatest momentum is in the area of.....
 - Is in the area of ESU Standards and Data Collections
- We are poised to influence the FUTURE with/by....
 - Throughout relationships.

Systems analysis [Poster](#)

STRENGTHS <ul style="list-style-type: none"> ● Strong relationship ● Talented, highly skilled staff ● Mindset for connecting and collaboration ● ESUCC actionable Connections 		CONSTRAINTS <ul style="list-style-type: none"> ● Agencies ● Competing interests ● Funding ● Traditional Educational Mindset/Model ● Staffing
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Competing interests ● Political forces 		OPPORTUNITIES <ul style="list-style-type: none"> ● Carry forward lessons learned ● Hybrid learning ● Build new partnerships ● Next steps with

		Tech/Virtual Environment
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Group 4

Answer these questions: [Document](#)

- If You could have what you want, what would you have?
 - Joint decision making must occur for planning and implementation purposes.
 - What does this look like?
 - What is the process?
 - Who is involved?
 - Relationships/Work must be built on trust.
 - We will have stable funding.
- As a network of ESUs we are moving from THIS to THAT
 - We are moving from an anecdotal or intuitive decision making model to a strong data based decision making and problems solving process.
- Our greatest momentum is in the area of.....
 - Professional development
 - Technology support
 - Special education services
- We are poised to influence the FUTURE with/by.....
 - We will research and know of any significant changes that might help ESUs and schools.
 - Ongoing statewide promotion of ESUs, leveraging social media tools, etc.
 - Leverage school district leadership (superintendents/principals) to proactively promote the importance of ESU involvement.
 - We will build on the success of our “government relations” work and our “annual legislative day.”

Systems analysis [Document](#)

<p>STRENGTHS</p> <ul style="list-style-type: none"> ● Strong relationships with school districts (based on trust) ● Highly competent ESU staff 		<p>CONSTRAINTS</p> <ul style="list-style-type: none"> ● Some people don't understand or believe how outstanding ESU staff members are.
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<ul style="list-style-type: none"> ● Highly competent ESU leadership ● Regional Concept ● Data based decision making ● Adaptable 		<ul style="list-style-type: none"> ● Some don't understand or value ESUs. ● Budgets/Financial
	FUTURE	
OBSTACLES <ul style="list-style-type: none"> ● Bureaucracy ● Employee Turnover ● Term Limits ● Regional capacity ● Financial resources 		OPPORTUNITIES <ul style="list-style-type: none"> ● Promote ESUs/ESUCC leveraging technology and social media ● Cyber Security ● Early childhood ● Safety/Mental Health ● Joint decision making, planning & implementation

- Closing
 - Two things they appreciated
 - Two things we want moving forward?

Friday AM 8 to 12

- Re-cap of Thursday
 - Work on priorities today based on yesterday's posters
 - **2 Commonalities** - *** mean duplicates
 - Equity of services across the state **
 - Culture - not where we would like to be - influence a positive perception across the state
 - Expertise across the state
 - Communication & Collaboration **
 - Diversity
 - Support and Services for ESUs and school
 - Resources - lack of ****

- Geography - Sparsity/populations
- Loss of in person contact - Zoom, distance, etc - has opened opportunities as well
- We are needed - unfunded mandates
- Build partnerships **
 - Maintain and grow - continue
 - Relevant and intentionality (mental health, etc)
- Increase in credibility - masks, hand sanitizer - helped to build
- Constraint of Legislature **
- Short staffing ***
- Term limits of legislators**
- Creating standards - consistent improvement processes
- Moving from reactive to proactive **
 - How do we plan for it and carry forward
- Consistently commonly understood system from birth-21
 - Leverage strengths
 - Relationships
- Talented and high skilled staff ***
 - Connectedness
- Actionable strengths/connections - make things happen
- Competing interests - programs, processes, initiatives
- Strengths in models - supporting learning, teachers
- Relationships of reliability with stakeholders - legislators, etc
- Resources to innovate - staffing/resources**
- Sync'd - realtime systems**
 - Singular location
 - Decisions made across the state
- Momentum in collecting data
- Mental Health Support ***
- Re Educate stakeholders
- Financial resources - constraint***
- Innovate and Create
- Asking for something new will be an obstacle
- Chronic turnover - legislative, staff - supt/principals, etc
 - Need to get them to understand long term thinking
 - Need to educate
- Cybersecurity
- Early childhood

- **2 Questions**
 - Influencing a positive perception of ESUs and schools
 - Competing interests - obstacle and strengths
 - Strengths become opportunities
- **2 Considerations**
 - Resource equity
 - Influence communication - innovative**
 - Positive Perception
 - **Be a positive force for education in Nebraska.**
 - What do we do best, how do we market it
 - Staffing, personnel**
 - Leverage technology in a positive way - zoom, etc. ***
 - Cybersecurity
 - Funding**
 - Relationships & Partnerships**
 - Maintain and grow - continue
 - Relevant and intentionality (mental health, etc)
 - Strategy - knowing what you will say no to and how to use partnership to get the services they need
 - Intentional - strengths
 - Work in education
 - Teaching and reteaching
 - Education Constituencies
 - Board, supts, etc
 - Data - continuing supports and additions**
 - Real time access at ESU level
 - Impact
 - Mental Health

Where does the value proposition fit?

- Advocacy
- Leadership
- Structure
- Support
- Guidance

Themes identified

- Demonstrating and capturing value to inform
- Influencing innovation, decision making, planning and implementation

- Communicating value that represents and supports the uniqueness of different regions and ESU entities
 - Strengthening the statewide quality of the ESUs by connecting ESU standards programs and services
 - Developing innovative and responsive programs and services (mental health, early childhood, cybersecurity)
 - Real time data to demonstrate at measurable impact
 - Equitable resources and capacity
 - Leveraging technology and what we learned to positively impact services
 - Being intentional with strengthening relationships and partnerships for long term impact on education
 - Educating Constituencies
-
- Drafting of Priorities
 - Individually - No more than 5 minutes
 - Triads - no more than 5
 - Groups of 6 - no more than 4
 - Representation from each group - no more than 8
 - Let's review and see how it all plays together

Group One - [Poster 1](#)

- Developing proactive innovative and responsible programs and services
 - Advocate, development and support, innovative programs and services
- Equitable resources and capacity
 - Funding
 - Staffing
 - Services
 - Opportunities
 - Support equitable resources through collaboration and the use of reliable data
- Being intentional with strengthening relationships and partnerships
 - Leaderships
 - Strategically strengthen leadership through developing relationships and partnerships
- Communicating and capturing value to inform our stakeholders
 - Data - real time
 - marketing/promoting
 - Communicating value and impact to our stakeholders using reliable data
- Strengthening the statewide quality of ESUs by connecting ESU standards to programs and services

Group Two - [Poster 1](#)

- Leveraging Partnerships to ensure equitable resources and capacity for service delivery

- Refining and defining data (reliable) processes
- Innovation (Staffing & Services)
- Communication - positive, proactive, influential, global, two-way, advocating and value

Group Three [Poster 1](#) [Poster 2](#)

- Do we have a role and goal clarity?
- Are we trying to convince people of our value, or make an impact with our value?
- Communication, marketing, branding - narrative impact -
 - how do we tell our story
 - Communication
 - Marketing
 - Branding
 - impact
 - How is this demonstrated
 - Innovation
 - professional learn,
 - data,
 - Tech
 - virtual
 - How does this get done?
 - Equitable resources
 - Expanding district capacity
 - Collective expertise and impact
 - Strategic partnerships
- Finalizing Priorities
 - Setting Bold Steps
 - Identifying three steps to implement in this first year

Levers for Impact

Explore the levers/strengths you can employ to tackle bold steps

[Poster 1](#)

- Relationships - access, credibility
- Technology -
- Expertise - staffing
- Data - qualitative, quantitative to point to impact and influence
- Trust
- PDO Structure - ESU Collaboration - culture of teaching, learning, and innovation
- Communication - telling story, listening to others needs

[Poster 2](#)

- Diverse experience - lived it, understand it
- Relationships - teamwork, reliable support, trust

- Expertise - specialized in many ways, go-to resource, Looked to for leadership
- Collaboration - established in many areas, structure promotes opportunities
- Connections - vast statewide network, local, regional, connected, w/ multiple entities
- Perseverance - no quit in ESUs, study us all you want, keep showing up, and coming back
- Dynamic - resourceful, powerful, culpable, collective capacity
- Vision - proactive, future oriented, no just fire fighting, horizon view
- Passion - Rock it til ya drop! Love what we do.

Poster 3

- Relationships - trust across groups
- Communication - consistency and support
- Collaboration - teamwork
- Diversity - range of skills
- Talented staff - areas of expertise
- Regional concept - locally and statewide
- Data based decisions - measure growth on bold steps
- ESUCC staff - areas of expertise

Goals

1 - Communicate values and impact [poster](#)

Tell your story

SIMPL

Local State and national level impact

Role and goal clarity

2 - Lead by leveraging partnerships and collective expertise - [poster](#)

Expand capacity

Influence decision making

Affiliates, pdo

Collaboration

3 - Advocate, develop and support innovative services and resources - [poster](#)

Professional learning

Talent management

Equitable resources

Fiscal responsibility

4- Use reliable data processes to inform decisions and actions - [poster](#)

SIMPL

Statewide (NDE)

Outcomes

Decision Making

Mental Health

Cybersecurity

Early Childhood

[The Success Case Methods - \\$24.27 on Amazon](#)

Story in 2025 - Influence and future

- Each of these will be communicated by any member for the ESU/PDO, etc.
 - What we do aligns with who we are and why we are here
 - NDE initiatives will align with ESUCC
 - Proactive in promotion of our services and ESUCC is commonly activated by any stakeholders
 - Schools, NDE and legislature and others will understand our value and impact.
 - The data will show that NE ESU positively impacted learning
 - We will enhance public perception around public education in NE and ESUs/ESUCC has a more prominent voice and role within that.
 - Innovative public/private partnerships
 - Reliable process for collecting data and funding innovative services
 - We will have identified and implemented cutting edge state of the art services using reliable data
 - Solve the educator workforce shortage
 - Two years - Regular meetings and planning and implementing statewide projects
-
- Closing

The mess - Doreen will create a diagram to show

- Set of challenging interactions
 - What are both strengths and weaknesses
- Part of our system - contribute or detract from
- Communicating in the same language

Educational Service Unit Coordinating Council
Executive Committee Meeting
Tuesday, May 3, 2022, 11:00 AM
ESU 10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/27/22

Attendance Taken at 11:02 AM.

Bill Heimann (ESU 01):	Present
Dan Schnoes (NE) (ESU 03):	Present
Brenda A McNiff (ESU 05):	Present
Dr. Larianne Polk (ESU 07):	Present
Geraldine Erickson (ESU 17):	Present

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.

Meeting called to order at 11:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana

2. Roll Call

3. Agenda Item

3.1. Financials

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

The Treasurer reviewed the claims, financial reports and assets for the month of March.

Approve Claims, Financials Statements, and Assets for Month of March Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Brenda A (ESU 05).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Brenda A McNiff (ESU 05): Yea

Dr. Larianne Polk (ESU 07): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

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

\$183,255.07

The Treasurer reviewed the April expenses to be paid in May.

Recommend motion to approve April expenses to be paid in May Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Polk, Larianne (ESU 07).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Brenda A McNiff (ESU 05): Yea

Dr. Larianne Polk (ESU 07): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.1.3. Monthly Staff Budget Meeting

Shared updates from monthly budget meeting.

3.1.4. Recommend approval of May, June, July, August claims as approved by Executive Director

Recommend approval of May, June, July, August claims as approved by Executive Director

The President reviewed that we give the Executive Director to approve claims throughout the month.

Recommend approval of May, June, July, August claims as approved by Executive Director Passed with a motion by McNiff, Brenda A (ESU 05) and a second by Heimann, Bill (ESU 01).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Brenda A McNiff (ESU 05): Yea

Dr. Larianne Polk (ESU 07): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.2. Executive Committee

3.2.1. Bold Step Redesign Follow-up

Goals

1. Communicate values and impact
 1. Tell your story
 2. SIMPL
 3. Local State and national level impact
 4. Role and goal clarity
2. Lead by leveraging partnerships and collective expertise
 1. Expand capacity
 2. Influence decision making
 3. Affiliates, PDO
 4. Collaboration
3. Advocate, develop and support innovative services and resources
 1. Professional learning
 2. Talent management
 3. Equitable resources
 4. Fiscal responsibility
4. Use reliable data processes to inform decisions and actions
 1. SIMPL
 2. Statewide (NDE)
 3. Outcomes
 4. Decision Making

Three Areas of Need:

Mental Health

Cybersecurity

Early Childhood

Next Steps:

Committee assignments

Begin Work

The Executive Director discussed the redesign follow-up. Begin the roll out this Fall.

3.2.2. Approve Rule 84 Meeting Dates

July 26, 2022 - 1:00-4:30 meeting with reception following

January 10, 2023 - 10:00-3:00

July 25, 2023- 1:00-4:30 meeting with reception following

January 9, 2024 - 10:00-3:00

Concerns at Strategist this week with July 22 date and the Learning Design training. They also questioned the January dates as SDA/ESPD/TLT would all be at their affiliate meetings during this time. Could we move to Monday? Have Committee meetings in the morning and Rule 84 meeting that afternoon with the Board meeting on Tuesday?

Executive Director shared the dates for the Rule 84 meetings. Shared concerns from affiliates.

Approval new dates/times for the Rule 84 meetings Passed with a motion by Polk, Larianne (ESU 07) and a second by Erickson, Geraldine (ESU 17).

Bill Heimann (ESU 01): Yea
Dan Schnoes (NE) (ESU 03): Yea
Brenda A McNiff (ESU 05): Yea
Dr. Larianne Polk (ESU 07): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

3.2.3. Calendar Conflicts

While working to secure rooms at scheduled locations, there have been two areas ESU 3 were not able to book.

September 13-14 - PDO

September 15 - PDO Affiliates (NOC, SDA, TLT)

I did check with ESU 10 and they do have these dates available if we want to move it to ESU 10.

October 4 - Committee meetings are available

October 5 - No rooms for either Board Meeting or Rule 84 - Rule 84 won't be a problem if we move it to July instead. Thoughts on location for Board meeting? Move everything or find somewhere to have the Board meeting?

Motion to move September 2022 Meetings to ESU 10, Kearney if there is a conflict Passed with a motion by Heimann, Bill (ESU 01) and a second by McNiff, Brenda A (ESU 05).

Bill Heimann (ESU 01): Yea
Dan Schnoes (NE) (ESU 03): Yea
Brenda A McNiff (ESU 05): Yea
Dr. Larianne Polk (ESU 07): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

3.2.4. National Insurance Services (Megan Ware)

Executive Director shared details of National Insurance Services (NIS). Executive Director to reach out to representative to share thoughts.

4. Next Meeting Agenda Items

Meeting adjourned at 11:50 AM.

5. Adjournment

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

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CONTROL NUMBER: 050422PQ			CHECK NO: 16333							
14396 9/22	04/29/22 pquintan	09000	01202310300	20810 NE_2021	1107 COOP AEPA	AEPA INC. ASSESSMENT	05/04/2022	N Y	.00 .00	5,106.63 .00
CONTROL NUMBER: 050422PQ			CHECK NO: 16334							
14397 9/22	04/29/22 pquintan	09000	01202800300	20580 2-3621	1098 COOP AEPA	AESA MTG REGISTRATI	05/04/2022	N Y	.00 .00	1,200.00 .00
CONTROL NUMBER: 050422PQ			CHECK NO: 16335							
14398 9/22	04/29/22 pquintan	09000	01202580200	20320 8	1638 PS CONTRACT	AIMEE MUEHLING SERVICE	05/04/2022	M Y	.00 .00	2,187.50 .00
CONTROL NUMBER: 050422PQ			CHECK NO: 16336							
14399 9/22	04/29/22 pquintan	09000	01202310100	20540 18908	1552 ADMN MEETING	AINSWORTH STAR NOTICE	JOURNAL 05/04/2022	N Y	.00 .00	7.42 .00
CONTROL NUMBER: 050422PQ			CHECK NO: 16337							
14400 9/22	04/29/22 pquintan	09000	01202800620	20333	1466 DEC MILEAGE	ANDREW EASTON REIMBURSEMEN	05/04/2022	M Y	.00 .00	21.06 .00
14401 9/22	04/29/22 pquintan	09000	01202800620	20333	1466 DEC MILEAGE	ANDREW EASTON REIMBURSEMEN	05/04/2022	M Y	.00 .00	32.76 .00
14402 9/22	04/29/22 pquintan	09000	01202800620	20333	1466 DEC MILEAGE	ANDREW EASTON REIMBURSEMEN	05/04/2022	M Y	.00 .00	201.83 .00
TOTAL CHECK 16337										255.65
CONTROL NUMBER: 050422PQ			CHECK NO: 16338							
14403 9/22	04/29/22 pquintan	09000	01202800100	20333	1061 ADMN MILEAGE	DEB HERICKS REIMBURSEME	05/04/2022	N Y	.00 .00	130.57 .00
CONTROL NUMBER: 050422PQ			CHECK NO: 16339							
14405 9/22	04/29/22 pquintan	09000	01202800100	20580 34562	1662 ADMN TRAVEL/LODGING	EMBASSY SUITES - LINCOLN	05/04/2022	N Y	.00 .00	132.00 .00
14404 9/22	04/29/22 pquintan	09000	01202800300	20580 34562	1662 COOP TRAVEL/LODGING	EMBASSY SUITES - LINCOLN	05/04/2022	N Y	.00 .00	132.00 .00
TOTAL CHECK 16339										264.00
CONTROL NUMBER: 050422PQ			CHECK NO: 16340							

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14407 9/22	04/29/22 pquintan	09000		01202320100		20580	1057 ADMN MEETING MEALS	ESU 3	05/04/2022	N Y	.00 .00	225.00 .00
14408 9/22	04/29/22 pquintan	09000		01202320100		20580	1057 ADMN MEETING MEALS	ESU 3	05/04/2022	N Y	.00 .00	195.70 .00
14409 9/22	04/29/22 pquintan	09000		01202320100		20610	1057 ADMN SUPPLIES, CK FORMS	ESU 3	05/04/2022	N Y	.00 .00	45.20 .00
14416 9/22	04/29/22 pquintan	09000		01202530100		20550	1057 ADMIN PRINTING EXP	ESU 3	05/04/2022	N Y	.00 .00	2.03 .00
14415 9/22	04/29/22 pquintan	09000		01202560100		20531	1057 ADMN POSTAGE OMAHA	ESU 3	05/04/2022	N Y	.00 .00	36.56 .00
14417 9/22	04/29/22 pquintan	09000		01202580200		20320	1057 PS CONTRACT SERVICE	ESU 3	05/04/2022	N Y	.00 .00	2,580.00 .00
14410 9/22	04/29/22 pquintan	09000		01202610100		20440	1057 ADMN RENT OMAHA	ESU 3	05/04/2022	N Y	.00 .00	153.41 .00
14411 9/22	04/29/22 pquintan	09000		01202610300		20440	1057 COOP RENT OMAHA	ESU 3	05/04/2022	N Y	.00 .00	50.44 .00
14412 9/22	04/29/22 pquintan	09000		01202610400		20440	1057 SRS RENT OMAHA	ESU 3	05/04/2022	N Y	.00 .00	714.50 .00
14413 9/22	04/29/22 pquintan	09000		01202610600		20440	1057 IMAT RENT OMAHA	ESU 3	05/04/2022	N Y	.00 .00	64.26 .00
14414 9/22	04/29/22 pquintan	09000		01202610620		20440	1057 DEC RENT OMAHA	ESU 3	05/04/2022	N Y	.00 .00	261.20 .00
TOTAL CHECK 16340											4,385.30	
CONTROL NUMBER: 050422PQ		CHECK NO: 16341										
14418 9/22	04/29/22 pquintan	09000		01202580200		20650 2429	1150 PS SSL CERTIFICATE, 5 YR	ESU 5	05/04/2022	N Y	.00 .00	1,946.99 .00
CONTROL NUMBER: 050422PQ		CHECK NO: 16342										
14419 9/22	04/29/22 pquintan	09000		01202320100		20110 ESUCC-12	1064 ADMN EXEC DIR SALARIES	ESU 17	05/04/2022	N Y	.00 .00	8,392.31 .00

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14421 9/22	04/29/22 pquintan	09000		01202320100	20230 ESUCC-12	1064 ADMN EXEC DIR	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	827.49 .00	
14422 9/22	04/29/22 pquintan	09000		01202320100	20270 ESUCC-12	1064 ADMN EXEC DIR	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	33.51 .00	
14428 9/22	04/29/22 pquintan	09000		01202320300	20110 ESUCC-12	1064 COOP EXEC DIR	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	865.19 .00	
14429 9/22	04/29/22 pquintan	09000		01202320300	20220 ESUCC-12	1064 COOP EXEC DIR	ESU 17 SS/MEDICAR	05/04/2022	N Y	.00 .00	65.87 .00	
14430 9/22	04/29/22 pquintan	09000		01202320300	20230 ESUCC-12	1064 COOP EXEC DIR	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	85.31 .00	
14431 9/22	04/29/22 pquintan	09000		01202320300	20270 ESUCC-12	1064 COOP EXEC DIR	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	3.45 .00	
14462 9/22	04/29/22 pquintan	09000		01202320400	20110 ESUCC-12	1064 SRS EXEC DIR	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	951.71 .00	
14463 9/22	04/29/22 pquintan	09000		01202320400	20220 ESUCC-12	1064 SRS EXEC DIR	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	72.45 .00	
14464 9/22	04/29/22 pquintan	09000		01202320400	20230 ESUCC-12	1064 SRS EXEC DIR	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	93.84 .00	
14465 9/22	04/29/22 pquintan	09000		01202320400	20270 ESUCC-12	1064 SRS EXEC DIR	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	3.80 .00	
14453 9/22	04/29/22 pquintan	09000		01202320600	20110 ESUCC-12	1064 IMAT EXEC DIR	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	1,038.23 .00	
14454 9/22	04/29/22 pquintan	09000		01202320600	20220 ESUCC-12	1064 IMAT EXEC DIR	ESU 17 SS/MEDICAR	05/04/2022	N Y	.00 .00	79.04 .00	
14455 9/22	04/29/22 pquintan	09000		01202320600	20230 ESUCC-12	1064 IMAT EXEC DIR	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	102.37 .00	
14456 9/22	04/29/22 pquintan	09000		01202320600	20270 ESUCC-12	1064 IMAT EXEC DIR	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	4.15 .00	
14440 9/22	04/29/22 pquintan	09000		01202320620	20110 ESUCC-12	1064 DEC EXEC DIR	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	6,056.32 .00	

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14443 9/22	04/29/22 pquintan	09000		01202320620	20270 ESUCC-12	1064 DEC EXEC DIR WORK COMP	ESU 17	05/04/2022	N Y	.00 .00	24.18 .00
14427 9/22	04/29/22 pquintan	09000		01202510100	20315 ESUCC-12	1064 ADMN FISCAL AGENT FEE	ESU 17	05/04/2022	N Y	.00 .00	206.00 .00
14438 9/22	04/29/22 pquintan	09000		01202530300	20550 ESUCC-12	1064 COOP PRINTING AINSWORTH	ESU 17	05/04/2022	N Y	.00 .00	17.50 .00
14437 9/22	04/29/22 pquintan	09000		01202580300	20530 ESUCC-12	1064 COOP PHONE AINSWORTH	ESU 17	05/04/2022	N Y	.00 .00	84.00 .00
14466 9/22	04/29/22 pquintan	09000		01202580400	20110 ESUCC-12	1064 SRS TECH SALARIES	ESU 17	05/04/2022	N Y	.00 .00	13,048.07 .00
14467 9/22	04/29/22 pquintan	09000		01202580400	20220 ESUCC-12	1064 SRS TECH SS/MEDICARE	ESU 17	05/04/2022	N Y	.00 .00	871.69 .00
14468 9/22	04/29/22 pquintan	09000		01202580400	20230 ESUCC-12	1064 SRS TECH RETIREMENT	ESU 17	05/04/2022	N Y	.00 .00	1,288.87 .00
14469 9/22	04/29/22 pquintan	09000		01202580400	20270 ESUCC-12	1064 SRS TECH WORK COMP	ESU 17	05/04/2022	N Y	.00 .00	52.17 .00
14444 9/22	04/29/22 pquintan	09000		01202580620	20110 ESUCC-12	1064 DEC TECH SALARIES	ESU 17	05/04/2022	N Y	.00 .00	6,232.99 .00
14445 9/22	04/29/22 pquintan	09000		01202580620	20220 ESUCC-12	1064 DEC TECH SS/MEDICARE	ESU 17	05/04/2022	N Y	.00 .00	409.48 .00
14446 9/22	04/29/22 pquintan	09000		01202580620	20230 ESUCC-12	1064 DEC TECH RETIREMENT	ESU 17	05/04/2022	N Y	.00 .00	615.69 .00
14447 9/22	04/29/22 pquintan	09000		01202580620	20270 ESUCC-12	1064 DEC TECH WORK COMP	ESU 17	05/04/2022	N Y	.00 .00	24.92 .00
14436 9/22	04/29/22 pquintan	09000		01202610300	20440 ESUCC-12	1064 COOP RENT AINSWORTH	ESU 17	05/04/2022	N Y	.00 .00	608.00 .00
14439 9/22	04/29/22 pquintan	09000		01202610300	20520 ESUCC-12	1064 COOP BOND/INSURANCE	ESU 17	05/04/2022	N Y	.00 .00	32.00 .00

RECORD PERIOD	ENTERED ENTRY	PURCHASE OR CASH ACCT	P/F	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
14423 9/22	04/29/22 pquintan	09000		01202800100	20110 ESUCC-12	1064 ADMN STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	4,841.11 .00
14424 9/22	04/29/22 pquintan	09000		01202800100	20220 ESUCC-12	1064 ADMN STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	309.03 .00
14425 9/22	04/29/22 pquintan	09000		01202800100	20230 ESUCC-12	1064 ADMN STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	478.19 .00
14426 9/22	04/29/22 pquintan	09000		01202800100	20270 ESUCC-12	1064 ADMN STAFF	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	19.37 .00
14478 9/22	04/29/22 pquintan	09000		01202800200	20110 ESUCC-12	1064 PS STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	22,802.22 .00
14479 9/22	04/29/22 pquintan	09000		01202800200	20220 ESUCC-12	1064 PS STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	1,662.51 .00
14480 9/22	04/29/22 pquintan	09000		01202800200	20230 ESUCC-12	1064 PS STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	2,252.36 .00
14481 9/22	04/29/22 pquintan	09000		01202800200	20270 ESUCC-12	1064 PS STAFF	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	77.85 .00
14482 9/22	04/29/22 pquintan	09000		01202800200	20290 ESUCC-12	1064 PS STAFF	ESU 17 WAGE WORKS	05/04/2022	N Y	.00 .00	7.00 .00
14432 9/22	04/29/22 pquintan	09000		01202800300	20110 ESUCC-12	1064 COOP STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	20,446.82 .00
14433 9/22	04/29/22 pquintan	09000		01202800300	20220 ESUCC-12	1064 COOP STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	1,220.94 .00
14434 9/22	04/29/22 pquintan	09000		01202800300	20230 ESUCC-12	1064 COOP STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	2,019.69 .00
14435 9/22	04/29/22 pquintan	09000		01202800300	20270 ESUCC-12	1064 COOP STAFF	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	81.79 .00
14470 9/22	04/29/22 pquintan	09000		01202800400	20110 ESUCC-12	1064 SRS STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	15,878.92 .00
14471 9/22	04/29/22 pquintan	09000		01202800400	20220 ESUCC-12	1064 SRS STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	1,138.05 .00
14472 9/22	04/29/22 pquintan	09000		01202800400	20230 ESUCC-12	1064 SRS STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	1,568.50 .00

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14473 9/22	04/29/22 pquintan	09000		01202800400	20270 ESUCC-12	1064 SRS STAFF	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	63.60 .00
14474 9/22	04/29/22 pquintan	09000		01202800500	20110 ESUCC-12	1064 PD STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	646.22 .00
14475 9/22	04/29/22 pquintan	09000		01202800500	20220 ESUCC-12	1064 PD STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	43.52 .00
14476 9/22	04/29/22 pquintan	09000		01202800500	20230 ESUCC-12	1064 PD STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	63.83 .00
14477 9/22	04/29/22 pquintan	09000		01202800500	20270 ESUCC-12	1064 PD STAFF	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	2.58 .00
14487 9/22	04/29/22 pquintan	09000		01202800585	20110 ESUCC-12	1064 AAP STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	2,366.35 .00
14488 9/22	04/29/22 pquintan	09000		01202800585	20220 ESUCC-12	1064 AAP STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	181.02 .00
14489 9/22	04/29/22 pquintan	09000		01202800585	20230 ESUCC-12	1064 AAP STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	233.74 .00
14490 9/22	04/29/22 pquintan	09000		01202800585	20270 ESUCC-12	1064 AAP STAFF	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	9.48 .00
14483 9/22	04/29/22 pquintan	09000		01202800590	20110 ESUCC-12	1064 PROJ PARA	ESU 17 STAFF SALARIES	05/04/2022	N Y	.00 .00	4,394.66 .00
14484 9/22	04/29/22 pquintan	09000		01202800590	20220 ESUCC-12	1064 PROJ PARA	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	336.19 .00
14485 9/22	04/29/22 pquintan	09000		01202800590	20230 ESUCC-12	1064 PROJ PARA	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	434.10 .00
14486 9/22	04/29/22 pquintan	09000		01202800590	20270 ESUCC-12	1064 PROJ PARA	ESU 17 WORK COMP	05/04/2022	N Y	.00 .00	17.60 .00
14457 9/22	04/29/22 pquintan	09000		01202800600	20110 ESUCC-12	1064 IMAT STAFF	ESU 17 SALARIES	05/04/2022	N Y	.00 .00	5,774.85 .00
14458 9/22	04/29/22 pquintan	09000		01202800600	20220 ESUCC-12	1064 IMAT STAFF	ESU 17 SS/MEDICARE	05/04/2022	N Y	.00 .00	415.53 .00
14459 9/22	04/29/22 pquintan	09000		01202800600	20230 ESUCC-12	1064 IMAT STAFF	ESU 17 RETIREMENT	05/04/2022	N Y	.00 .00	570.43 .00

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14460	04/29/22			01202800600	20270	1064	ESU 17		05/04/2022	N	.00	23.10
9/22	pquintan	09000			ESUCC-12	1064	IMAT STAFF WORK COMP		05/04/2022	Y	.00	.00
14461	04/29/22			01202800600	20290	1064	ESU 17		05/04/2022	N	.00	1.40
9/22	pquintan	09000			ESUCC-12	1064	IMAT STAFF WAGE WORKS		05/04/2022	Y	.00	.00
14448	04/29/22			01202800620	20110	1064	ESU 17		05/04/2022	N	.00	9,623.83
9/22	pquintan	09000			ESUCC-12	1064	DEC STAFF SALARIES		05/04/2022	Y	.00	.00
14449	04/29/22			01202800620	20220	1064	ESU 17		05/04/2022	N	.00	657.53
9/22	pquintan	09000			ESUCC-12	1064	DEC STAFF SS/MEDICARE		05/04/2022	Y	.00	.00
14450	04/29/22			01202800620	20230	1064	ESU 17		05/04/2022	N	.00	950.62
9/22	pquintan	09000			ESUCC-12	1064	DEC STAFF RETIREMENT		05/04/2022	Y	.00	.00
14451	04/29/22			01202800620	20270	1064	ESU 17		05/04/2022	N	.00	38.48
9/22	pquintan	09000			ESUCC-12	1064	DEC STAFF WORK COMP		05/04/2022	Y	.00	.00
14452	04/29/22			01202800620	20290	1064	ESU 17		05/04/2022	N	.00	5.60
9/22	pquintan	09000			ESUCC-12	1064	DEC STAFF WAGE WORKS		05/04/2022	Y	.00	.00
TOTAL CHECK 16342												145,546.35
CONTROL NUMBER: 050422PQ				CHECK NO: 16343								
14491	04/29/22			01202800100	20580	1384	HOLIDAY INN EXPRESS OMAHA	W N	05/04/2022	N	.00	96.00
9/22	pquintan	09000				1384	ADMN STAFF TRAVEL/LODGIN	W N	05/04/2022	Y	.00	.00
14492	04/29/22			01202800300	20580	1384	HOLIDAY INN EXPRESS OMAHA	W N	05/04/2022	N	.00	96.00
9/22	pquintan	09000				1384	COOP TRAVEL/LODGING	W N	05/04/2022	Y	.00	.00
TOTAL CHECK 16343												192.00
CONTROL NUMBER: 050422PQ				CHECK NO: 16344								
14494	04/29/22			01202310100	20810	1042	NE COUNCIL OF SCHOOL ADMINI	N	05/04/2022	N	.00	125.00
9/22	pquintan	09000			MBERSHIP, PQ	1042	ADMN MEMBERSHIP DUES	N	05/04/2022	Y	.00	.00
14495	04/29/22			01202320100	20580	1042	NE COUNCIL OF SCHOOL ADMINI	N	05/04/2022	N	.00	35.00
9/22	pquintan	09000			70803	1042	ADMN DIR TRAVEL/MEALS	N	05/04/2022	Y	.00	.00
14493	04/29/22			01202800620	20580	1042	NE COUNCIL OF SCHOOL ADMINI	N	05/04/2022	N	.00	140.00
9/22	pquintan	09000			70579	1042	DEC NASES CONF	N	05/04/2022	Y	.00	.00
TOTAL CHECK 16344												300.00
CONTROL NUMBER: 050422PQ				CHECK NO: 16345								

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14496 9/22	04/29/22 pquintan	09000		01202580200	20320 8	1640 PS CONTRACT SERVICE	NICOLE MULLER	05/04/2022 M Y	.00 .00	3,600.00 .00
14497 9/22	04/29/22 pquintan	09000		01202800200	20333 8	1640 PS MILEAGE REIMBURSEMENT	NICOLE MULLER	05/04/2022 M Y	.00 .00	128.70 .00
14498 9/22	04/29/22 pquintan	09000		01202800200	20580 8	1640 PS TRAVEL/LODGING REIMBU	NICOLE MULLER	05/04/2022 M Y	.00 .00	275.53 .00
TOTAL CHECK 16345										4,004.23
CONTROL NUMBER: 050422PQ		CHECK NO: 16346								
14499 9/22	04/29/22 pquintan	09000		01202580200	20320 8	1637 PS CONTRACT SERVICE	PEGGY MEDEMA	05/04/2022 M Y	.00 .00	4,015.12 .00
CONTROL NUMBER: 050422PQ		CHECK NO: 16347								
14500 9/22	04/29/22 pquintan	09000		01202330100	20317 STATEMENT 8	1633 ADMN LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2022 N Y	.00 .00	149.64 .00
14501 9/22	04/29/22 pquintan	09000		01202330300	20317 STATEMENT 8	1633 COOP LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2022 N Y	.00 .00	149.64 .00
14502 9/22	04/29/22 pquintan	09000		01202330400	20317 STATEMENT 8	1633 SRS LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2022 N Y	.00 .00	24.36 .00
14504 9/22	04/29/22 pquintan	09000		01202330600	20317 STATEMENT 8	1633 IMAT LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2022 N Y	.00 .00	12.18 .00
14503 9/22	04/29/22 pquintan	09000		01202330620	20317 STATEMENT 8	1633 DEC LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2022 N Y	.00 .00	12.18 .00
TOTAL CHECK 16347										348.00
CONTROL NUMBER: 050422PQ		CHECK NO: 16348								
14511 9/22	04/29/22 pquintan	09000		01202800100	20333	1076 ADMN MILEAGE REIMBURSEME	PRISCILLA QUINTANA	05/04/2022 N Y	.00 .00	158.83 .00
14507 9/22	04/29/22 pquintan	09000		01202800100	20333	1076 ADMN MILEAGE REIMBURSEME	PRISCILLA QUINTANA	05/04/2022 N Y	.00 .00	162.92 .00
14509 9/22	04/29/22 pquintan	09000		01202800100	20580	1076 ADMN TRAVEL EXP REIMBURS	PRISCILLA QUINTANA	05/04/2022 N Y	.00 .00	8.10 .00
14505 9/22	04/29/22 pquintan	09000		01202800100	20580	1076 ADMN TRAVEL EXP REIMBURS	PRISCILLA QUINTANA	05/04/2022 N Y	.00 .00	11.52 .00

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14512 9/22	04/29/22 pquintan	09000	01202800300	20333	1076 COOP MILEAGE	PRISCILLA QUINTANA REIMBURSEME	05/04/2022	N Y	.00 .00	158.83 .00		
14508 9/22	04/29/22 pquintan	09000	01202800300	20333	1076 COOP MILEAGE	PRISCILLA QUINTANA REIMBURSEME	05/04/2022	N Y	.00 .00	162.93 .00		
14510 9/22	04/29/22 pquintan	09000	01202800300	20580	1076 COOP TRAVEL	PRISCILLA QUINTANA EXP REIMBURS	05/04/2022	N Y	.00 .00	8.10 .00		
14506 9/22	04/29/22 pquintan	09000	01202800300	20580	1076 COOP TRAVEL	PRISCILLA QUINTANA EXP REIMBURS	05/04/2022	N Y	.00 .00	11.52 .00		
TOTAL CHECK 16348										682.75		
CONTROL NUMBER: 050422PQ			CHECK NO: 16349									
14513 9/22	04/29/22 pquintan	09000	01202520300	20610 24252852	1231 COOP SUPPLIES	QUILL	05/04/2022	N Y	.00 .00	61.18 .00		
CONTROL NUMBER: 050422PQ			CHECK NO: 16350									
14514 9/22	04/29/22 pquintan	09000	01202310100	20540 25106	1553 ADMN MEETNG	ROCK COUNTY LEADER NOTICE	05/04/2022	N Y	.00 .00	6.98 .00		
CONTROL NUMBER: 050422PQ			CHECK NO: 16351									
14515 9/22	04/29/22 pquintan	09000	01202250520	20330 1297-22	1663 SDA PRO DEV	SIERRA TRAINING ASSOCIATES TRAINING	05/04/2022	N Y	.00 .00	9,400.00 .00		
CONTROL NUMBER: 050422PQ			CHECK NO: 16352									
14516 9/22	04/29/22 pquintan	09000	01202310100	20540 3/30/22	1554 ADMN MEETING	SPRINGVIEW HERALD NOTICE	05/04/2022	N Y	.00 .00	8.36 .00		
CONTROL NUMBER: 050422PQ			CHECK NO: 16353									
14517 9/22	04/29/22 pquintan	09000	01202520300	20610 3504819408	1062 COOP SUPPLIES	STAPLES ADVANTAGE	05/04/2022	N Y	.00 .00	12.04 .00		
CONTROL NUMBER: 050422PQ			CHECK NO: 16354									
14518 9/22	04/29/22 pquintan	09000	01202310100	20540 19059	1555 ADMN MEETING	VALENTINE MIDLAND NEWS NOTICE	05/04/2022	N Y	.00 .00	6.98 .00		
CONTROL NUMBER: 050422PQ			CHECK NO: EFT00170									
14519 9/22	04/29/22 pquintan	09000	01202610100	20520 0161739	1209 ADMN INSURANCE	CINCINNATI INSURANCE COMPAN N	05/03/2022	N Y	.00 .00	1,001.00 .00		
DUPLICATE INVOICE ON FILE												
CONTROL NUMBER: 050422PQ			CHECK NO: EFT00171									

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14520 9/22	04/29/22 pquintan	09000	01202610100	20520	1209 ADMN INSURANCE	CINCINNATI INSURANCE COMPAN	05/02/2022	N Y	.00 .00	382.00 .00
CONTROL NUMBER: 050422PQ CHECK NO: EFT00172										
14530 9/22	04/29/22 pquintan	09000	01202250510	20640	1039 NOC COURSERA	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	62.25 .00
14532 9/22	04/29/22 pquintan	09000	01202250620	20640	1039 DEC PADDLE.NET	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	27.81 .00
14522 9/22	04/29/22 pquintan	09000	01202320100	20330	1039 ADMN DIR PROF DEV	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	119.49 .00
14525 9/22	04/29/22 pquintan	09000	01202320100	20330	1039 ADMN PROF DEV, NETA	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	150.00 .00
14526 9/22	04/29/22 pquintan	09000	01202320100	20330	1039 ADMN PROF DEV	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	23.45 .00
14527 9/22	04/29/22 pquintan	09000	01202320400	20330	1039 SRS PROF DEV	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	13.96 .00
14528 9/22	04/29/22 pquintan	09000	01202320400	20330	1039 SRS PROF DEV	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	13.96 .00
14524 9/22	04/29/22 pquintan	09000	01202520300	20610	1039 COOP SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	6.60 .00
14523 9/22	04/29/22 pquintan	09000	01202520400	20610	1039 SRS SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	66.59 .00
14521 9/22	04/29/22 pquintan	09000	01202520400	20610	1039 SRS SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	568.69 .00
14534 9/22	04/29/22 pquintan	09000	01202580200	20650	1039 PS GOOGLE SUITE	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	96.00 .00
14535 9/22	04/29/22 pquintan	09000	01202580200	20650	1039 PS ASANA	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	134.90 .00
14536 9/22	04/29/22 pquintan	09000	01202580200	20650	1039 PS PARK BENCH	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	424.63 .00
14529 9/22	04/29/22 pquintan	09000	01202580300	20650	1039 COOP MAILCHIMP SOFTWARE	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	50.15 .00
14531 9/22	04/29/22 pquintan	09000	01202580400	20650	1039 SRS ATLASSIN SOFTWARE	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	10.00 .00

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14533 9/22	04/29/22 pquintan	09000		01202800300		20580	1039 COOP TRAVEL/MEALS	UNION BANK & TRUST COMPANY	05/04/2022	N Y	.00 .00	35.54 .00
TOTAL CHECK EFT00172											1,804.02	
TOTAL BATCH											183,255.07	
TOTAL REPORT											183,255.07	

March 31, 2022

Checkbook Balances:

As of Sept. 1, 2021 \$4,496,854.14

As of March 1, 2022= \$4,114,010.08

	<u>March 2022 Receipts</u>	<u>March 2022 Disbursements</u>	<u>March 2021 Receipts</u>	<u>March 2021 Disbursements</u>
ESUCC Admin	\$2,282.78	(\$21,457.99)	\$386.62	(\$18,033.86)
COOP	\$29,294.77	(\$28,820.55)	\$27,486.21	(\$25,953.14)
DEC	\$0.00	(\$26,641.35)	\$0.00	(\$25,162.83)
IMAT	\$5,700.00	(\$8,122.19)	\$0.00	(\$7,884.49)
SRS	\$0.00	(\$36,609.42)	\$0.00	(\$42,472.92)
PDO	\$17,949.00	(\$4,210.29)	\$33,814.40	(\$3,470,596.25)
PS	\$0.00	(\$37,396.32)	\$0.00	\$0.00
AAP	\$0.00	(\$2,790.60)	\$0.00	\$0.00
PROJ PARA	\$0.00	(\$5,182.53)	0	\$0.00
	\$55,226.55	-\$171,231.24	\$61,687.23	-\$3,590,103.49
ESUCC Reserve	\$250,000.00			
As of March 31, 2022 =	\$3,998,005.39		March 31, 2021 =	\$4,443,471.17

Outstanding Receipts As Of 03/31/22

ESUCC Admin.	\$0.00
MSA, Gov't Relations	
COOP	\$14,481.57
Annual Buy Vendor Admin Fees	\$288.05
School Orders Worldbook/Movie Lic./Securly	\$1,000.00
AEPA/Special Buys/Food/Custodial Admin Fees	\$13,193.52
DEC	\$0.00
	\$0.00
IMAT	\$0.00
NDE, ISKME Renewal	\$0.00
MSA, Digital Learning Fee	\$0.00
PD Library (Sora)	\$0.00
SRS	\$5,500.00
MSA, SRS Admin Fee (ESU 19)	\$5,500.00
PDO	\$300,120.00
MSA, PDO Program Fees	
PD Trainings/Reg. Fees	\$20.00
NDE, AAP	\$300,000.00
Grants (GEERS)	\$0.00
GEERS Devices	\$0.00
Crisis	\$100.00
MSA TLT Special Project, IDM Summer Institute	\$0.00
PS	\$3,000.00
PowerSchool Membership Fees (Fullerton)	\$3,000.00
Total:	\$323,101.57

FY Net Activity 03/31/22

ESUCC Admin	\$173,438.57
COOP	\$128,469.62
DEC	\$115,197.68
IMAT	\$48,962.66
SRS	-\$125,218.58
PDO	-\$1,108,435.86
PS	\$316,575.94
AAP	-\$16,743.60
PROJ PARA	-\$31,095.18
	-\$498,848.75

Budget Notes/Comments, March 2022:

9.90%	Total Budget Usage
53.74%	Adjusted Budget Usage
58.31%	7-month Budget Project

Notes/Special Receipts, March 2022:

\$14,296.00	Crisis Training Funds
\$2,059.00	ADMN, MSA Funds
\$5,700.00	IMAT, MSA Funds
\$3,653.00	PD, MSA Funds
\$29,294.77	COOP Admin Fees

Notes/Special Disbursements, March 2022:

\$11,769.64	PowerSchool Contracted Service
\$1,402.50	ESU 10, SIMPL Programming
\$6,526.82	PowerSchool Training
\$980.00	Securly, Bridgeport Renewal
\$535.00	NRCSA Conference/Exhibitor Booth

April Expenses Payable May 2022 Total \$183,255.07

\$5,106.63	AEPA, Member Fee & Sales Assessment, COOP
\$1,946.99	ESU 5, SSL Certificate for 5 yrs, PS
\$9,400.00	Sierra Training (Kendall Zoller), SDA
\$1,200.00	AEPA, Spring Meeting Registration, COOP
\$1,383.00	Cincinnati Insurance, ADMN

Special Projects/Grants Status as of March 31,2022:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$14,088.75
Adviser Contract with NDE	\$13,695.00	\$19,890.00
Software Innovation Network	\$960,000.00	\$156,185.64
GEERS	\$11,997,884.77	\$11,067,294.53

Adjusted Budget, March 2022

ORG UNIT	ACCOUNT TITLE		BUDGET	PERIOD EXP	ENCUMBRANCES	YEAR TO DATE	ENC + EXP	AVAILABLE	YTD/ BUD
1202800585	20230 AAP SALARIES	RETIREMENT	\$2,805.00	\$233.74	\$0.00		\$1,402.44	\$1,402.56	50
1202800585	20110 AAP SALARIES	SALARIES	\$28,396.00	\$2,366.34	\$0.00		\$14,198.14	\$14,197.86	50
1202800585	20220 AAP SALARIES	SOCIAL SECURITY	\$2,172.00	\$181.02	\$0.00		\$1,086.12	\$1,085.88	50.01
1202800585	20270 AAP SALARIES	WORK COMP	\$114.00	\$9.48	\$0.00		\$56.88	\$57.12	49.89
1202580585	20320 AAP TECH SERVICE	CONTRACTED SERVICES	\$266,513.00	\$0.00	\$0.00		\$0.00	\$266,513.00	0
			\$300,000.00	\$2,790.58	\$0.00		\$16,743.58	\$283,256.42	5.58%
1202310100	20540 ADMIN BOARD EXP/DUES	ADVERTISING	\$2,300.00	\$53.46	\$0.00		\$2,015.10	\$284.90	87.61
1202310100	20810 ADMIN BOARD EXP/DUES	DUES/FEES	\$16,090.00	\$0.00	\$0.00		\$7,869.00	\$8,221.00	48.91
1202510100	20315 ADMIN FISCAL SERVICES	ACCT/AUDIT	\$7,488.00	\$206.00	\$0.00		\$1,236.00	\$6,252.00	16.51
1202330100	20314 ADMIN LEGAL/GOVT RELATION	GOVT RELATIONS	\$35,203.00	\$0.00	\$0.00		\$269.64	\$34,933.36	0.77
1202330100	20317 ADMIN LEGAL/GOVT RELATION	LEGAL	\$10,750.00	\$674.84	\$0.00		\$1,061.84	\$9,688.16	9.88
1202560100	20531 ADMIN POSTAGE	POSTAGE/POSTAGE METER	\$350.00	\$26.93	\$0.00		\$93.34	\$256.66	26.67
1202530100	20550 ADMIN PRINT/PUB/DUP	PRINTING/BINDING	\$1,000.00	\$38.43	\$0.00		\$191.44	\$808.56	19.14
1202610100	20520 ADMIN RENT/LEASE	INSURANCE	\$9,999.00	\$0.00	\$0.00		\$2,002.00	\$7,997.00	20.02
1202610100	20440 ADMIN RENT/LEASE	RENT	\$1,842.00	\$153.41	\$0.00		\$920.46	\$921.54	49.97
1202320100	20333 ADMIN SALARY EXEC DIRECTO	MILEAGE	\$5,891.00	\$353.34	\$0.00		\$1,131.74	\$4,759.26	19.21
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		\$444.42	-\$44.42	111.11
1202320100	20230 ADMIN SALARY EXEC DIRECTO	RETIREMENT	\$9,930.00	\$827.49	\$0.00		\$4,964.94	\$4,965.06	50
1202320100	20110 ADMIN SALARY EXEC DIRECTO	SALARIES	\$100,528.00	\$8,392.31	\$0.00		\$50,353.90	\$50,174.10	50.09
1202320100	20220 ADMIN SALARY EXEC DIRECTO	SOCIAL SECURITY	\$7,690.00	\$638.91	\$0.00		\$2,079.51	\$5,610.49	27.04
1202320100	20610 ADMIN SALARY EXEC DIRECTO	SUPPLIES	\$400.00	\$54.74	\$0.00		\$287.91	\$112.09	71.98
1202320100	20580 ADMIN SALARY EXEC DIRECTO	TRAVEL (EXCEPT MILEAGE)	\$19,867.00	\$2,703.27	\$0.00		\$8,598.89	\$11,268.11	43.28
1202320100	20270 ADMIN SALARY EXEC DIRECTO	WORK COMP	\$402.00	\$33.51	\$0.00		\$201.03	\$200.97	50.01
1202800100	20333 ADMIN STAFF SALARY	MILEAGE	\$3,000.00	\$218.21	\$0.00		\$1,452.73	\$1,547.27	48.42
1202800100	20290 ADMIN STAFF SALARY	OTHER BENEFITS	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0
1202800100	20230 ADMIN STAFF SALARY	RETIREMENT	\$5,738.00	\$478.19	\$0.00		\$2,869.14	\$2,868.86	50
1202800100	20110 ADMIN STAFF SALARY	SALARIES	\$58,093.00	\$4,841.11	\$0.00		\$29,046.66	\$29,046.34	50
1202800100	20220 ADMIN STAFF SALARY	SOCIAL SECURITY	\$3,744.00	\$309.03	\$0.00		\$1,854.18	\$1,889.82	49.52
1202800100	20580 ADMIN STAFF SALARY	TRAVEL (EXCEPT MILEAGE)	\$3,500.00	\$131.69	\$0.00		\$835.30	\$2,664.70	23.87
1202800100	20270 ADMIN STAFF SALARY	WORK COMP	\$233.00	\$19.37	\$0.00		\$116.22	\$116.78	49.88
1202580100	20530 ADMIN TECH SERVICES	COMPUTER/INTERNET/PHON	\$582.00	\$0.00	\$0.00		\$565.84	\$16.16	97.22
1202580100	20320 ADMIN TECH SERVICES	CONTRACTED SERVICES	\$29,000.00	\$1,402.50	\$0.00		\$16,488.75	\$12,511.25	56.86
1202580100	20734 ADMIN TECH SERVICES	TECH HARDWARE	\$2,600.00	\$0.00	\$0.00		\$0.00	\$2,600.00	0
1202580100	20650 ADMIN TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$233.00	\$183.53	\$0.00		\$408.53	-\$175.53	175.33
			\$336,853.00	\$21,740.27	\$0.00		\$137,358.51	\$199,494.49	40.78%
1202310620	20810 BL DEC BOARD EXP/DUES	DUES/FEES	\$310.00	\$0.00	\$0.00		\$235.00	\$75.00	75.81
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	\$7,166.00	\$597.16	\$0.00		\$3,582.96	\$3,583.04	50
1202320620	20110 BL DEC EXEC SALARY/EXP	SALARIES	\$72,544.00	\$6,056.32	\$0.00		\$36,337.92	\$36,206.08	50.09
1202320620	20220 BL DEC EXEC SALARY/EXP	SOCIAL SECURITY	\$5,550.00	\$461.07	\$0.00		\$1,500.68	\$4,049.32	27.04
1202320620	20270 BL DEC EXEC SALARY/EXP	WORK COMP	\$290.00	\$24.18	\$0.00		\$145.08	\$144.92	50.03
1202510620	20315 BL DEC FISCAL SERVICES	ACCT/AUDIT	\$406.00	\$0.00	\$0.00		\$0.00	\$406.00	0
1202330620	20317 BL DEC LEGAL/GOVT RELATIO	LEGAL	\$875.00	\$48.83	\$0.00		\$80.33	\$794.67	9.18
1202560620	20531 BL DEC POSTAGE	POSTAGE/POSTAGE METER	\$300.00	\$0.53	\$0.00		\$2.85	\$297.15	0.95
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	\$6,250.00	\$488.26	\$0.00		\$5,428.36	\$821.64	86.85

1202520620	20610	BL DEC PURCHASE/WAREHOUSE SUPPLIES		\$500.00	\$0.00	\$0.00	\$845.00	-\$345.00	169
1202610620	20440	BL DEC RENT/LEASE	RENT	\$3,137.00	\$261.20	\$0.00	\$1,567.20	\$1,569.80	49.96
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	\$2,000.00	\$92.43	\$0.00	\$1,842.00	\$158.00	92.1
1202800620	20290	BL DEC STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$5.60	\$0.00	\$33.60	-\$33.60	0
1202800620	20230	BL DEC STAFF SALARY/EXP	RETIREMENT	\$11,408.00	\$950.62	\$0.00	\$5,703.72	\$5,704.28	50
1202800620	20110	BL DEC STAFF SALARY/EXP	SALARIES	\$115,486.00	\$9,623.83	\$0.00	\$57,742.99	\$57,743.01	50
1202800620	20220	BL DEC STAFF SALARY/EXP	SOCIAL SECURITY	\$8,135.00	\$657.53	\$0.00	\$3,945.18	\$4,189.82	48.5
1202800620	20580	BL DEC STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$8,872.00	\$52.75	\$0.00	\$1,828.43	\$7,043.57	20.61
1202800620	20270	BL DEC STAFF SALARY/EXP	WORK COMP	\$463.00	\$38.48	\$0.00	\$230.88	\$232.12	49.87
1202580620	20530	BL DEC TECH SERVICES	COMPUTER/INTERNET/PHON	\$13,509.00	\$0.00	\$0.00	\$2,084.70	\$11,424.30	15.43
1202580620	20320	BL DEC TECH SERVICES	CONTRACTED SERVICES	\$19,300.00	\$0.00	\$0.00	\$0.00	\$19,300.00	0
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	\$7,322.00	\$615.69	\$0.00	\$3,694.14	\$3,627.86	50.45
1202580620	20110	BL DEC TECH SERVICES	SALARIES	\$74,130.00	\$6,233.00	\$0.00	\$37,397.95	\$36,732.05	50.45
1202580620	20220	BL DEC TECH SERVICES	SOCIAL SECURITY	\$5,671.00	\$409.48	\$0.00	\$2,456.88	\$3,214.12	43.32
1202580620	20734	BL DEC TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580620	20650	BL DEC TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$960.00	\$0.00	\$0.00	\$447.80	\$512.20	46.65
1202580620	20270	BL DEC TECH SERVICES	WORK COMP	\$297.00	\$24.92	\$0.00	\$149.52	\$147.48	50.34
				\$365,423.00	\$26,641.88	\$0.00	\$167,283.17	\$198,139.83	45.78%

1202320600	20230	BL IMAT EXEC DIR SALARY/E	RETIREMENT	\$1,228.00	\$102.37	\$0.00	\$614.22	\$613.78	50.02
1202320600	20110	BL IMAT EXEC DIR SALARY/E	SALARIES	\$12,435.00	\$1,038.23	\$0.00	\$6,229.38	\$6,205.62	50.1
1202320600	20220	BL IMAT EXEC DIR SALARY/E	SOCIAL SECURITY	\$951.00	\$79.04	\$0.00	\$257.26	\$693.74	27.05
1202320600	20270	BL IMAT EXEC DIR SALARY/E	WORK COMP	\$50.00	\$4.15	\$0.00	\$24.87	\$25.13	49.74
1202510600	20315	BL IMAT FISCAL SERVICES	ACCT/AUDIT	\$406.00	\$0.00	\$0.00	\$0.00	\$406.00	0
1202330600	20317	BL IMAT LEGAL/GOVT RELATI	LEGAL	\$875.00	\$48.83	\$0.00	\$80.33	\$794.67	9.18
1202560600	20531	BL IMAT POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.00	\$0.00	\$2.12	\$47.88	4.24
1202520600	20320	BL IMAT PURCHASE/WAREHOUSE	CONTRACTED SERVICES	\$3,000.00	\$0.00	\$0.00	\$2,000.00	\$1,000.00	66.67
1202610600	20440	BL IMAT RENT/LEASE	RENT	\$773.00	\$64.26	\$0.00	\$385.56	\$387.44	49.88
1202800600	20333	BL IMAT STAFF SALARY/EXP	MILEAGE	\$1,163.00	\$0.00	\$0.00	\$47.60	\$1,115.40	4.09
1202800600	20290	BL IMAT STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$1.40	\$0.00	\$8.40	-\$8.40	0
1202800600	20230	BL IMAT STAFF SALARY/EXP	RETIREMENT	\$6,846.00	\$570.43	\$0.00	\$3,422.58	\$3,423.42	49.99
1202800600	20110	BL IMAT STAFF SALARY/EXP	SALARIES	\$69,299.00	\$5,774.85	\$0.00	\$34,649.12	\$34,649.88	50
1202800600	20220	BL IMAT STAFF SALARY/EXP	SOCIAL SECURITY	\$5,052.00	\$415.53	\$0.00	\$2,493.18	\$2,558.82	49.35
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)	\$1,000.00	\$0.00	\$0.00	\$6.25	\$993.75	0.63
1202800600	20270	BL IMAT STAFF SALARY/EXP	WORK COMP	\$277.00	\$23.10	\$0.00	\$138.60	\$138.40	50.04
1202580600	20530	BL IMAT TECH SERVICES	COMPUTER/INTERNET/PHON	\$13,352.00	\$0.00	\$0.00	\$0.00	\$13,352.00	0
1202580600	20734	BL IMAT TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580600	20650	BL IMAT TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$990.00	\$0.00	\$0.00	\$179.99	\$810.01	18.18
				\$117,797.00	\$8,122.19	\$0.00	\$50,539.46	\$67,257.54	42.90%

1202310300	20540	COOP BOARD EXP/DUES	ADVERTISING	\$1,000.00	\$0.00	\$0.00	\$964.35	\$35.65	96.44
1202310300	20810	COOP BOARD EXP/DUES	DUES/FEES	\$4,590.00	\$0.00	\$0.00	\$0.00	\$4,590.00	0
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	\$1,024.00	\$85.31	\$0.00	\$511.86	\$512.14	49.99
1202320300	20110	COOP EXEC DIR SALARY/EXP	SALARIES	\$10,364.00	\$865.19	\$0.00	\$5,191.14	\$5,172.86	50.09
1202320300	20220	COOP EXEC DIR SALARY/EXP	SOCIAL SECURITY	\$793.00	\$65.87	\$0.00	\$214.39	\$578.61	27.04
1202320300	20270	COOP EXEC DIR SALARY/EXP	WORK COMP	\$41.00	\$3.45	\$0.00	\$20.70	\$20.30	50.49
1202510300	20315	COOP FISCAL SERVICES	ACCT/AUDIT	\$4,988.00	\$0.00	\$0.00	\$0.00	\$4,988.00	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	\$10,750.00	\$599.85	\$0.00	\$2,842.85	\$7,907.15	26.45

1202560300	20531	COOP POSTAGE	POSTAGE/POSTAGE METER	\$2,000.00	\$170.00	\$0.00	\$402.91	\$1,597.09	20.15
1202530300	20550	COOP PRINT/PUB/DUP	PRINTING/BINDING	\$250.00	\$17.50	\$0.00	\$105.00	\$145.00	42
1202520300	20900	COOP PURCHASE/WAREHOUSE/	OTHER PROGRAM PURCHASES	\$315,175.00	\$980.00	\$29.14	\$315,174.53	\$0.47	100
1202520300	20610	COOP PURCHASE/WAREHOUSE/	SUPPLIES	\$1,200.00	\$0.00	\$0.00	\$177.00	\$1,023.00	14.75
1202610300	20520	COOP RENT/LEASE	INSURANCE	\$384.00	\$32.00	\$0.00	\$192.00	\$192.00	50
1202610300	20440	COOP RENT/LEASE	RENT	\$8,671.00	\$658.44	\$0.00	\$4,721.64	\$3,949.36	54.45
1202800300	20333	COOP STAFF SALARIES/EXP	MILEAGE	\$3,000.00	\$406.58	\$0.00	\$1,783.39	\$1,216.61	59.45
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	\$24,236.00	\$2,019.69	\$0.00	\$12,118.14	\$12,117.86	50
1202800300	20110	COOP STAFF SALARIES/EXP	SALARIES	\$245,361.00	\$20,446.82	\$0.00	\$122,680.93	\$122,680.07	50
1202800300	20220	COOP STAFF SALARIES/EXP	SOCIAL SECURITY	\$14,964.00	\$1,220.94	\$0.00	\$7,325.64	\$7,638.36	48.96
1202800300	20580	COOP STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$12,511.00	\$1,035.09	\$0.00	\$3,443.98	\$9,067.02	27.53
1202800300	20270	COOP STAFF SALARIES/EXP	WORK COMP	\$982.00	\$81.79	\$0.00	\$490.74	\$491.26	49.97
1202580300	20530	COOP TECH SERVICES	COMPUTER/INTERNET/PHON	\$3,108.00	\$84.00	\$0.00	\$504.00	\$2,604.00	16.22
1202580300	20320	COOP TECH SERVICES	CONTRACTED SERVICES	\$7,241.00	\$0.00	\$0.00	\$360.00	\$6,881.00	4.97
1202580300	20734	COOP TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580300	20650	COOP TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$78,174.00	\$50.15	\$0.00	\$495.69	\$77,678.31	0.63
				\$750,807.00	\$28,822.67	\$29.14	\$479,720.88	\$271,086.12	63.89%

1203500580	20320	PDO ADVISER CONTRACT SERV	CONTRACTED SERVICES	\$25,000.00	\$0.00	\$0.00	\$4,750.00	\$20,250.00	19
1202250560	20320	PDO CRISIS PRO DEV	CONTRACTED SERVICES	\$75,000.00	\$0.00	\$0.00	\$6,409.01	\$68,590.99	8.55
1202250560	20580	PDO CRISIS PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202250530	20580	PDO ESPD PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$0.00	\$0.00	\$370.75	\$629.25	37.08
1202330500	20317	PDO LEGAL/GOVT RELATIONS	LEGAL	\$2,500.00	\$245.00	\$0.00	\$565.00	\$1,935.00	22.6
1202250510	20640	PDO NOC PROF DEV	PERIODICALS/BOOKS	\$9,000.00	\$62.25	\$0.00	\$373.50	\$8,626.50	4.15
1202250510	20330	PDO NOC PROF DEV	PROF DEV	\$24,050.00	\$0.00	\$0.00	\$1,452.94	\$22,597.06	6.04
1202250510	20580	PDO NOC PROF DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202560500	20531	PDO POSTAGE	POSTAGE/POSTAGE METER	\$250.00	\$1.06	\$0.00	\$49.58	\$200.42	19.83
1202520500	20610	PDO PURCHASE/WAREHOUSE/C	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	\$27,120.00	\$652.73	\$0.00	\$3,431.23	\$23,688.77	12.65
1202250520	20580	PDO SDA PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1203500570	20320	PDO SOFTWARE NETWRK INNO	CONTRACTED SERVICES	\$540,000.00	\$0.00	\$0.00	\$26,527.02	\$513,472.98	4.91
1202800500	20333	PDO STAFF SALARIES/EXP	MILEAGE	\$500.00	\$0.00	\$0.00	\$448.33	\$51.67	89.67
1202800500	20330	PDO STAFF SALARIES/EXP	PROF DEV	\$14,000.00	\$1,945.50	\$0.00	\$4,489.74	\$9,510.26	32.07
1202800500	20230	PDO STAFF SALARIES/EXP	RETIREMENT	\$766.00	\$63.83	\$0.00	\$382.98	\$383.02	50
1202800500	20110	PDO STAFF SALARIES/EXP	SALARIES	\$7,755.00	\$646.22	\$0.00	\$3,877.32	\$3,877.68	50
1202800500	20220	PDO STAFF SALARIES/EXP	SOCIAL SECURITY	\$522.00	\$43.52	\$0.00	\$261.12	\$260.88	50.02
1202800500	20580	PDO STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$500.00	\$0.00	\$0.00	\$1,818.36	-\$1,318.36	363.67
1202800500	20270	PDO STAFF SALARIES/EXP	WORK COMP	\$31.00	\$2.58	\$0.00	\$15.48	\$15.52	49.94
1203500500	20320	PDO STATE GRANTS	CONTRACTED SERVICES	\$1,354,261.00	\$0.00	\$0.00	\$1,354,260.32	\$0.68	100
1202580500	20320	PDO TECH SERVICES	CONTRACTED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
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	\$11,500.00	\$274.33	\$0.00	\$5,956.43	\$5,543.57	51.8
1202250540	20580	PDO TLT PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
				\$2,096,505.00	\$3,937.02	\$0.00	\$1,415,439.11	\$681,065.89	67.51%

1202800590	20230	PROJ PARA SALARIES	RETIREMENT	\$5,209.00	\$434.10	\$0.00	\$2,604.60	\$2,604.40	50
1202800590	20110	PROJ PARA SALARIES	SALARIES	\$52,736.00	\$4,394.65	\$0.00	\$26,367.85	\$26,368.15	50
1202800590	20220	PROJ PARA SALARIES	SOCIAL SECURITY	\$4,034.00	\$336.19	\$0.00	\$2,017.14	\$2,016.86	50
1202800590	20270	PROJ PARA SALARIES	WORK COMP	\$211.00	\$17.60	\$0.00	\$105.60	\$105.40	50.05
1202580590	20320	PROJ PARA TECH SERVICE	CONTRACTED SERVICES	\$106.00	\$0.00	\$0.00	\$0.00	\$106.00	0
1202580590	20734	PROJ PARA TECH SERVICE	TECH HARDWARE	\$2,704.00	\$0.00	\$0.00	\$0.00	\$2,704.00	0

				\$65,000.00	\$5,182.54	\$0.00	\$31,095.19	\$33,904.81	47.84%
1202610200	20520	PS RENT/LEASE	INSURANCE	\$2,650.00	\$0.00	\$0.00	\$0.00	\$2,650.00	0
1202610200	20440	PS RENT/LEASE	RENT	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
1202800200	20333	PS SALARIES	MILEAGE	\$15,000.00	\$0.00	\$0.00	\$861.84	\$14,138.16	5.75
1202800200	20290	PS SALARIES	OTHER BENEFITS	\$0.00	\$7.00	\$0.00	\$42.00	-\$42.00	0
1202800200	20230	PS SALARIES	RETIREMENT	\$19,045.00	\$1,587.10	\$0.00	\$9,832.06	\$9,212.94	51.63
1202800200	20110	PS SALARIES	SALARIES	\$192,807.00	\$16,067.26	\$0.00	\$99,536.48	\$93,270.52	51.62
1202800200	20220	PS SALARIES	SOCIAL SECURITY	\$13,183.00	\$1,060.36	\$0.00	\$6,604.05	\$6,578.95	50.1
1202800200	20610	PS SALARIES	SUPPLIES	\$2,500.00	\$38.24	\$0.00	\$89.12	\$2,410.88	3.56
1202800200	20580	PS SALARIES	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$6,526.82	\$2,200.00	\$8,918.82	\$6,081.18	59.46
1202800200	20270	PS SALARIES	WORK COMP	\$771.00	\$64.25	\$0.00	\$402.50	\$368.50	52.2
1202580200	20530	PS TECH SERVICE	COMPUTER/INTERNET/PHON	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
1202580200	20320	PS TECH SERVICE	CONTRACTED SERVICES	\$257,544.00	\$11,769.64	\$0.00	\$113,692.29	\$143,851.71	44.14
1202580200	20734	PS TECH SERVICE	TECH HARDWARE	\$5,000.00	\$0.00	\$0.00	\$2,855.00	\$2,145.00	57.1
1202580200	20650	PS TECH SERVICE	TECH SOFTWARE/SUPPLIES	\$4,000.00	\$279.89	\$54.08	\$4,001.10	-\$1.10	100.03
				\$534,000.00	\$37,400.56	\$2,254.08	\$246,835.26	\$287,164.74	46.22%
1202320400	20290	SRS EXEC DIR SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320400	20330	SRS EXEC DIR SALARIES/EXP	PROF DEV	\$10,000.00	\$0.00	\$0.00	\$25.30	\$9,974.70	0.25
1202320400	20230	SRS EXEC DIR SALARIES/EXP	RETIREMENT	\$1,126.00	\$93.84	\$0.00	\$563.04	\$562.96	50
1202320400	20110	SRS EXEC DIR SALARIES/EXP	SALARIES	\$11,399.00	\$951.71	\$0.00	\$5,710.26	\$5,688.74	50.09
1202320400	20220	SRS EXEC DIR SALARIES/EXP	SOCIAL SECURITY	\$872.00	\$72.45	\$0.00	\$235.80	\$636.20	27.04
1202320400	20270	SRS EXEC DIR SALARIES/EXP	WORK COMP	\$46.00	\$3.80	\$0.00	\$22.80	\$23.20	49.57
1202510400	20315	SRS FISCAL SERVICES	ACCT/AUDIT	\$812.00	\$0.00	\$0.00	\$0.00	\$812.00	0
1202330400	20317	SRS LEGAL/GOVT RELATIONS	LEGAL	\$1,750.00	\$97.65	\$0.00	\$160.65	\$1,589.35	9.18
1202560400	20531	SRS POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1202530400	20550	SRS PRINT/PUB/DUP	PRINTING/BINDING	\$300.00	\$12.51	\$0.00	\$52.44	\$247.56	17.48
1202520400	20610	SRS PURCHASE/WAREHOUSE/D	SUPPLIES	\$500.00	\$33.14	\$0.00	\$584.55	-\$84.55	116.91
1202610400	20440	SRS RENT/LEASES	RENT	\$8,577.00	\$714.50	\$0.00	\$4,287.00	\$4,290.00	49.98
1202800400	20333	SRS STAFF SALARIES/EXP	MILEAGE	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
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	\$15,698.00	\$1,568.50	\$0.00	\$8,721.12	\$6,976.88	55.56
1202800400	20110	SRS STAFF SALARIES/EXP	SALARIES	\$158,913.00	\$15,878.93	\$0.00	\$92,035.50	\$66,877.50	57.92
1202800400	20220	SRS STAFF SALARIES/EXP	SOCIAL SECURITY	\$10,702.00	\$1,078.26	\$0.00	\$6,699.51	\$4,002.49	62.6
1202800400	20580	SRS STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
1202800400	20270	SRS STAFF SALARIES/EXP	WORK COMP	\$637.00	\$63.60	\$0.00	\$360.86	\$276.14	56.65
1202580400	20530	SRS TECH SERVICES	COMPUTER/INTERNET/PHON	\$13,470.00	\$0.00	\$0.00	\$128.58	\$13,341.42	0.95
1202580400	20320	SRS TECH SERVICES	CONTRACTED SERVICES	\$103,458.00	\$0.00	\$0.00	\$0.00	\$103,458.00	0
1202580400	20290	SRS TECH SERVICES	OTHER BENEFITS	\$42.00	\$0.00	\$0.00	\$0.00	\$42.00	0
1202580400	20230	SRS TECH SERVICES	RETIREMENT	\$18,500.00	\$1,288.87	\$0.00	\$7,733.22	\$10,766.78	41.8
1202580400	20110	SRS TECH SERVICES	SALARIES	\$187,290.00	\$13,048.07	\$0.00	\$78,288.42	\$109,001.58	41.8
1202580400	20220	SRS TECH SERVICES	SOCIAL SECURITY	\$14,328.00	\$871.69	\$0.00	\$5,230.14	\$9,097.86	36.5
1202580400	20734	SRS TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580400	20650	SRS TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$1,975.00	\$779.74	\$0.00	\$2,066.39	-\$91.39	104.63
1202580400	20270	SRS TECH SERVICES	WORK COMP	\$750.00	\$52.17	\$0.00	\$313.02	\$436.98	41.74
				\$566,195.00	\$36,609.43	\$0.00	\$213,218.60	\$352,976.40	37.66%
				\$5,132,580.00	\$171,247.14	\$2,283.22	\$2,758,233.76	\$2,374,346.24	53.74%

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:51:06

ESU COORDINATING COUNCIL
 PRINT COMBINING BALANCE SHEET

PAGE NUMBER: 1
 STATMN81

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

FUND GROUP			
ACCOUNT	TITLE	DEBITS	CREDITS
09000	CASH	3,998,005.39	.00
TOTAL	CASH	3,998,005.39	.00
09296	PRE-PAID POSTAGE	580.84	.00
TOTAL	PRE-PAID POSTAGE	580.84	.00
TOTAL	ASSETS	3,998,586.23	.00
09401	ACCOUNTS PAYABLE	.00	968.31
TOTAL	ACCOUNTS PAYABLE	.00	968.31
TOTAL	LIABILITIES	.00	968.31
TOTAL	REV CONT	.00	2,236,775.89
TOTAL	EXP CONT	2,755,950.54	.00
TOTAL	RES FOR ENC	.00	2,283.22
TOTAL	ENC CONT	2,283.22	.00
TOTAL	REV BUD CONTL	27,857,844.00	.00
TOTAL	EXP BUD CONT	.00	27,857,844.00
TOTAL	FUND BALANCE	.00	4,516,792.57
TOTAL	EQUITIES	30,616,077.76	34,613,695.68
TOTAL	REPORT	34,614,663.99	34,614,663.99

3643 S 48th St
Lincoln NE 68506-4390

04-19-2022 RCVD

NEBRASKA EDUCATIONAL SERVICE

Page 1 of 8

Account Number: 20611699

TEMP-RETURN SERVICE REQUESTED

>007823 8419777 0001 93630 10Z

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



Managing Your Accounts

	Customer Support	800.297.2837
	Mailing Address	P.O. Box 82535 Lincoln, NE 68501
	On the Go	Download the UBTgo Mobile App
	Online	www.ubt.com
	Bank Routing Number	104910795

Summary of Accounts

Account Type	Account Number	Ending Balance
BASIC BUSINESS	20611699	\$50,347.19

BASIC BUSINESS-20611699

Account Summary

Date	Description	Amount
03/01/2022	Beginning Balance	\$68,639.53
	20 Credit(s) This Period	\$246,002.77
	42 Debit(s) This Period	\$264,295.11
03/31/2022	Ending Balance	\$50,347.19

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2022	Beginning Balance			\$68,639.53
03/01/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$18,000.00		\$50,639.53
03/01/2022	DEPOSIT		\$1,059.98	\$51,699.51
03/02/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,699.51
03/07/2022	DEPOSIT		\$1,011.00	\$51,710.51
03/07/2022	Sysco Corporatio PAYMENTS AY-000060158480		\$426.88	\$52,137.39
03/07/2022	CHECK # 16262	\$3,468.96		\$48,668.43
03/07/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$3,000.00	\$51,668.43
03/08/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,668.43
03/09/2022	STATE OF NE ST PAYMENT 262415220		\$7,384.00	\$58,052.43
03/10/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$8,000.00		\$50,052.43
03/10/2022	INTERLINE BRANDS CORP PMT 1347344		\$2,610.08	\$52,662.51
03/11/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$2,000.00		\$50,662.51
03/11/2022	DEPOSIT		\$347.00	\$51,009.51
03/11/2022	Receivable Newsela Inc. 016IGFIFT25EDCU Newsela Inc. Bill.com Inv #VNDR00009		\$117.10	\$51,126.61
03/11/2022	VISA PAYMENT 486551XXXXX4207	\$527.26		\$50,599.35
03/11/2022	VISA PAYMENT 486551XXXXX6418	\$809.21		\$49,790.14
03/11/2022	VISA PAYMENT 486551XXXXX6830	\$1,030.39		\$48,759.75
03/11/2022	VISA PAYMENT 486551XXXXX1763	\$1,321.99		\$47,437.76

07822 8419777 013350 026779 0001/0001

BASIC BUSINESS-20611699 (continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
03/11/2022	VISA PAYMENT 486551XXXX9445	\$1,451.78		\$45,985.98
03/11/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$5,000.00	\$50,985.98
03/14/2022	DEPOSIT		\$11,412.94	\$62,398.92
03/15/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$12,000.00		\$50,398.92
03/16/2022	STATE OF NE ST PAYMENT 262415220		\$6,912.00	\$57,310.92
03/16/2022	Sysco Corporatio PAYMENTS AY-000060161239		\$12,957.50	\$70,268.42
03/17/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$20,000.00		\$50,268.42
03/18/2022	STOP PAYMENT FEE	\$34.00		\$50,234.42
03/18/2022	CHECK # 16296	\$255.60		\$49,978.82
03/18/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,978.82
03/21/2022	DEPOSIT		\$10,764.29	\$61,743.11
03/21/2022	CHECK # 16294	\$1,395.00		\$60,348.11
03/21/2022	CHECK # 16293	\$4,144.64		\$56,203.47
03/21/2022	CHECK # 16285	\$137,470.59		-\$81,267.12
03/21/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$143,000.00	\$61,732.88
03/22/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$11,000.00		\$50,732.88
03/22/2022	CHECK # 16279	\$50.03		\$50,682.85
03/22/2022	CHECK # 16292	\$535.00		\$50,147.85
03/23/2022	CHECK # 16278	\$106.18		\$50,041.67
03/23/2022	CHECK # 16281	\$184.86		\$49,856.81
03/23/2022	CHECK # 16288	\$353.34		\$49,503.47
03/23/2022	CHECK # 16300	\$980.00		\$48,523.47
03/23/2022	CHECK # 16291	\$2,000.00		\$46,523.47
03/23/2022	CHECK # 16298	\$2,104.93		\$44,418.54
03/23/2022	CHECK # 16295	\$3,250.00		\$41,168.54
03/23/2022	CHECK # 16284	\$5,038.48		\$36,130.06
03/23/2022	CHECK # 16303	\$15,102.00		\$21,028.06
03/23/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$29,000.00	\$50,028.06
03/24/2022	CHECK # 16302	\$13.08		\$50,014.98
03/24/2022	CHECK # 16287	\$100.02		\$49,914.96
03/24/2022	CHECK # 16283	\$3,843.70		\$46,071.26
03/24/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$4,000.00	\$50,071.26
03/25/2022	CHECK # 16275	\$1,794.00		\$48,277.26
03/25/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$2,000.00	\$50,277.26
03/28/2022	CHECK # 16297	\$167.88		\$50,109.38
03/28/2022	CHECK # 16282	\$253.90		\$49,855.48
03/28/2022	CHECK # 16289	\$320.00		\$49,535.48
03/28/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,535.48
03/29/2022	CHECK # 16277	\$12.23		\$50,523.25
03/29/2022	CHECK # 16301	\$15.06		\$50,508.19
03/29/2022	CHECK # 16280	\$96.00		\$50,412.19
03/29/2022	CHECK # 16276	\$3,045.00		\$47,367.19
03/29/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$3,000.00	\$50,367.19
03/30/2022	CHECK # 16290	\$20.00		\$50,347.19
03/31/2022	Ending Balance			\$50,347.19

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
16262	03/07/2022	\$3,468.96	16276	03/29/2022	\$3,045.00	16278	03/23/2022	\$106.18
16275*	03/25/2022	\$1,794.00	16277	03/29/2022	\$12.23	16279	03/22/2022	\$50.03

0000/2000 194720 TELEST 4441748 E286.0

BASIC BUSINESS-20611699 (continued)

Checks Cleared (continued)

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
16280	03/29/2022	\$96.00	16289	03/28/2022	\$320.00	16297	03/28/2022	\$167.88
16281	03/23/2022	\$184.86	16290	03/30/2022	\$20.00	16298	03/23/2022	\$2,104.93
16282	03/28/2022	\$253.90	16291	03/23/2022	\$2,000.00	16300*	03/23/2022	\$980.00
16283	03/24/2022	\$3,843.70	16292	03/22/2022	\$535.00	16301	03/29/2022	\$15.06
16284	03/23/2022	\$5,038.48	16293	03/21/2022	\$4,144.64	16302	03/24/2022	\$13.08
16285	03/21/2022	\$137,470.59	16294	03/21/2022	\$1,395.00	16303	03/23/2022	\$15,102.00
16287*	03/24/2022	\$100.02	16295	03/23/2022	\$3,250.00			
16288	03/23/2022	\$353.34	16296	03/18/2022	\$255.60			

* Indicates skipped check number

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: March 1, 2022
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON REVERSING CHECKS AND RULES OF THE BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME: ESU Coordinating Council
 ACCOUNT NUMBER: 20611699 DEPOSIT \$ 1059.98
 ⑆104910795⑆ 009

3/1/2022 \$1,059.98 0

TransID=0301722-Inst=UNION BANK & TRUST COMPANY
 RNum=104910795-ItemNum=000269069307
 Union Bank & Trust Company
 238 East 4th Street
 Allamogosa, Nebraska 68110

3/1/2022 \$1,059.98 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: March 7, 2022
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON REVERSING CHECKS AND RULES OF THE BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME: ESU Coordinating Council
 ACCOUNT NUMBER: 20611699 DEPOSIT \$ 1011.00
 ⑆104910795⑆ 009

3/7/2022 \$1,011.00 0

TransID=0307723-Inst=UNION BANK & TRUST COMPANY
 RNum=104910795-ItemNum=000269069306
 Union Bank & Trust Company
 238 East 4th Street
 Allamogosa, Nebraska 68110

3/7/2022 \$1,011.00 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: March 11, 2022
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON REVERSING CHECKS AND RULES OF THE BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME: ESU Coordinating Council
 ACCOUNT NUMBER: 20611699 DEPOSIT \$ 347.00
 ⑆104910795⑆ 009

3/11/2022 \$347.00 0

TransID=0311723-Inst=UNION BANK & TRUST COMPANY
 RNum=104910795-ItemNum=000261412533
 Union Bank & Trust Company
 238 East 4th Street
 Allamogosa, Nebraska 68110

3/11/2022 \$347.00 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: March 14, 2022
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON REVERSING CHECKS AND RULES OF THE BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME: ESU Coordinating Council
 ACCOUNT NUMBER: 20611699 DEPOSIT \$ 11412.94
 ⑆104910795⑆ 009

3/14/2022 \$11,412.94 0

TransID=0314722-Inst=UNION BANK & TRUST COMPANY
 RNum=104910795-ItemNum=000269069799
 Union Bank & Trust Company
 238 East 4th Street
 Allamogosa, Nebraska 68110

3/14/2022 \$11,412.94 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 3/21/22
 THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON REVERSING CHECKS AND RULES OF THE BANK.
 DEPOSIT TO THE ACCOUNT OF:
 NAME: ESUCC
 ACCOUNT NUMBER: 20611699 DEPOSIT \$ 10764.29
 ⑆104910795⑆ 009

3/21/2022 \$10,764.29 0

TransID=0321722-Inst=UNION BANK & TRUST COMPANY
 RNum=104910795-ItemNum=000269071327
 Union Bank & Trust Company
 238 East 4th Street
 Allamogosa, Nebraska 68110

3/21/2022 \$10,764.29 0

Nebraska ESU Coordinating Council
 1202 East 4th Street
 Allamogosa, NE 68110
 Union Bank & Trust Company
 Allamogosa Branch
 238 East 4th St.
 Allamogosa, Nebraska 68110
 CHECK DATE: 02/04/22 CHECK NO. 16262
 AMOUNT \$*****1,688.96*
 BY THE SUM OF *****3468** DOLLARS AND **96** CENTS
 TO USE: CHRISTIAN ROGGE
 9240 W. 60TH STREET
 RILEY KS 66531
 PRESENT: *Christina Picken*
 ⑆00018222⑆ ⑆104910795⑆ ⑆001 16262

3/7/2022 \$3,468.96 16262

Nebraska ESU Coordinating Council
 1202 East 4th Street
 Allamogosa, NE 68110
 Union Bank & Trust Company
 Allamogosa Branch
 238 East 4th St.
 Allamogosa, Nebraska 68110
 CHECK DATE: 02/23/2022 CHECK NO. 16278
 AMOUNT \$*****1,794.00*
 BY THE SUM OF *****1794** DOLLARS AND **00** CENTS
 TO USE: APPLE COMPUTER
 PO BOX 846025
 DALLAS TX 75284-6025
 PRESENT: *Christina Picken*
 ⑆00018275⑆ ⑆104910795⑆ ⑆001 16278

3/25/2022 \$1,794.00 16275

07823 841777 013382 026720 246570

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16276

AMOUNT: \$*****3,045.00*

By the sum of *****3045 DOLLARS AND *00* CENTS

TO THE ORDER OF: ADRIAN MICKLENG
518 GARRETT PK
KEOCUK MO 65272

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016276 ⑆104910795⑆ 2061 1699⑆

3/29/2022 \$3,045.00 16276

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16177

AMOUNT: \$*****12.23*

By the sum of *****12 DOLLARS AND *23* CENTS

TO THE ORDER OF: AIMSWORTH STAR JOURNAL
PO BOX 149
AIMSWORTH NE 68210

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016277 ⑆104910795⑆ 2061 1699⑆

3/29/2022 \$12.23 16277

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16278

AMOUNT: \$*****106.18*

By the sum of *****106 DOLLARS AND *18* CENTS

TO THE ORDER OF: ANDREW EASTON
2632 N 121ST CIRCLE
OMAHA NE 68144

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016278 ⑆104910795⑆ 2061 1699⑆

3/23/2022 \$106.18 16278

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16279

AMOUNT: \$*****50.03*

By the sum of *****50 DOLLARS AND *03* CENTS

TO THE ORDER OF: BISHOP BUSINESS
4115 S. 94TH STREET
OMAHA NE 68122

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016279 ⑆104910795⑆ 2061 1699⑆

3/22/2022 \$50.03 16279

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16280

AMOUNT: \$*****96.00*

By the sum of *****96 DOLLARS AND *00* CENTS

TO THE ORDER OF: COURTESY HARRIOTT HOTEL
333 SOUTH 15TH STREET
LINCOLN NE 68508

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016280 ⑆104910795⑆ 2061 1699⑆

3/29/2022 \$96.00 16280

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16281

AMOUNT: \$*****184.86*

By the sum of *****184 DOLLARS AND *86* CENTS

TO THE ORDER OF: CRAIG PETERSON
312 KODJALE ST
BERTHOLD NE 68927

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016281 ⑆104910795⑆ 2061 1699⑆

3/23/2022 \$184.86 16281

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16282

AMOUNT: \$*****253.90*

By the sum of *****253 DOLLARS AND *90* CENTS

TO THE ORDER OF: DEB KERRICKS
11904 WOODMORTH AVE
OMAHA NE 68144

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016282 ⑆104910795⑆ 2061 1699⑆

3/28/2022 \$253.90 16282

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16283

AMOUNT: \$*****3,843.70*

By the sum of *****3843 DOLLARS AND *70* CENTS

TO THE ORDER OF: ESU 3
4949 SOUTH 110TH STREET
OMAHA NE 68128-8722

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016283 ⑆104910795⑆ 2061 1699⑆

3/24/2022 \$3,843.70 16283

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16284

AMOUNT: \$*****5,038.48*

By the sum of *****5038 DOLLARS AND *48* CENTS

TO THE ORDER OF: ESU 10
PO BOX 850
EMERY NE 68848-0850

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016284 ⑆104910795⑆ 2061 1699⑆

3/23/2022 \$5,038.48 16284

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16285

AMOUNT: \$*****137,470.59*

By the sum of *****137470 DOLLARS AND *59* CENTS

TO THE ORDER OF: ESU 17
267 NORTH MAIN STREET
AIMSWORTH NE 68210

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016285 ⑆104910795⑆ 2061 1699⑆

3/21/2022 \$137,470.59 16285

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16286

AMOUNT: \$*****100.02*

By the sum of *****100 DOLLARS AND *02* CENTS

TO THE ORDER OF: JOHNSON, DON INC.
ACCOMPTS RECEIVABLE
PO BOX 723257
DALLAS TX 75237-2357

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016286 ⑆104910795⑆ 2061 1699⑆

3/24/2022 \$100.02 16286

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16288

AMOUNT: \$*****353.34*

By the sum of *****353 DOLLARS AND *34* CENTS

TO THE ORDER OF: KEALO LOFFERT
5719 CHATEAU CIRCLE
LINCOLN NE 68504

PAYEE: *Ray Johnson*
TREASURER: *Waldemar Eicken*

00016288 ⑆104910795⑆ 2061 1699⑆

3/23/2022 \$353.34 16288

008166 1416375 000000 015731 031462 03/04

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16289

AMOUNT: \$*****320.00*

BY THE SUM OF *****320* DOLLARS AND *00* CENTS

TO THE ORDER OF: KEE (SCHOOL LAW)
301 S. 17TH STREET
SUITE 310
LINCOLN NE 68229

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016289# 6104910795# 2061 1699#

3/28/2022 \$320.00 16289

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16290

AMOUNT: \$*****20.00*

BY THE SUM OF *****20* DOLLARS AND *00* CENTS

TO THE ORDER OF: NE COUNCIL OF SCHOOL ADMINISTRATORS
455 SOUTH 11TH ST SUITE A
LINCOLN NE 68508

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016290# 6104910795# 2061 1699#

3/30/2022 \$20.00 16290

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16291

AMOUNT: \$*****2,000.00*

BY THE SUM OF *****2000* DOLLARS AND *00* CENTS

TO THE ORDER OF: NICOLE HULLER
514 CH 42ND RD
CORTLAND NE 68231

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016291# 6104910795# 2061 1699#

3/23/2022 \$2,000.00 16291

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16292

AMOUNT: \$*****535.00*

BY THE SUM OF *****535* DOLLARS AND *00* CENTS

TO THE ORDER OF: WECBA
488 S 13TH STREET, SUITE B
LINCOLN NE 68508

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016292# 6104910795# 2061 1699#

3/22/2022 \$535.00 16292

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16293

AMOUNT: \$*****1,144.64*

BY THE SUM OF *****1144* DOLLARS AND *64* CENTS

TO THE ORDER OF: TERRY KERRON
849 W. 20TH ST
VALLENTINE NE 68201

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016293# 6104910795# 2061 1699#

3/21/2022 \$4,144.64 16293

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16294

AMOUNT: \$*****1,395.00*

BY THE SUM OF *****1395* DOLLARS AND *00* CENTS

TO THE ORDER OF: PERRY, CATHRYN, MAAS & GESSFORD
233 SOUTH 13 STREET SUITE 3400
LINCOLN NE 68504

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016294# 6104910795# 2061 1699#

3/21/2022 \$1,395.00 16294

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16295

AMOUNT: \$*****3,250.00*

BY THE SUM OF *****3250* DOLLARS AND *00* CENTS

TO THE ORDER OF: POWERSCHOOL GROUP LLC
PO BOX 899408
LOS ANGELES CA 90089-8408

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016295# 6104910795# 2061 1699#

3/23/2022 \$3,250.00 16295

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16296

AMOUNT: \$*****255.60*

BY THE SUM OF *****255* DOLLARS AND *60* CENTS

TO THE ORDER OF: PRISCILLA QUINTANA
PO BOX 16
LONG PINE NE 68117

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016296# 6104910795# 2061 1699#

3/18/2022 \$255.60 16296

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16297

AMOUNT: \$*****167.88*

BY THE SUM OF *****167* DOLLARS AND *88* CENTS

TO THE ORDER OF: QUADIENT LEASING USA, INC
DEPT 3682
PO BOX 123682
DALLAS TX 75212-3682

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016297# 6104910795# 2061 1699#

3/28/2022 \$167.88 16297

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16298

AMOUNT: \$*****2,104.93*

BY THE SUM OF *****2104* DOLLARS AND *93* CENTS

TO THE ORDER OF: BERNOA BOEHLA
11812 HOPKINS AVE
OMAHA NE 68164

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016298# 6104910795# 2061 1699#

3/23/2022 \$2,104.93 16298

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16300

AMOUNT: \$*****980.00*

BY THE SUM OF *****980* DOLLARS AND *00* CENTS

TO THE ORDER OF: SECURITY
DEPT LA 24987
PASADENA CA 91103-4987

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016300# 6104910795# 2061 1699#

3/23/2022 \$980.00 16300

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 03/04/2022 CHECK NO.: 16301

AMOUNT: \$*****15.06*

BY THE SUM OF *****15* DOLLARS AND *06* CENTS

TO THE ORDER OF: SPRINGVIEW REARLD
PO BOX 369
SPRINGVIEW NE 68778

PREPARED BY: *Roy Johnson*
TRANSMITTED BY: *Isabelle Pickens*

#00016301# 6104910795# 2061 1699#

3/29/2022 \$15.06 16301

07823 8419777 03393 063765 0004/0000

Nebraska ESU Coordinating Council 1282 East 4th Street Allamont, NE 68210	Union Bank & Trust Company Allamont Branch 238 East 4th St. Allamont, Nebraska 68210	CHECK DATE 03/04/2022	CHECK NO. 16303
BY THE SIGN OF *****13* DOLLARS AND *00* CENTS		AMOUNT \$*****13.00*	
TO THE ORDER OF VALADYNE MIDLAND BENS PO BOX 648 VALADYNE NE 69201	PAY TO THE ORDER OF <i>Ray Allen</i> Treasurer <i>Jonathan Picken</i>		
⑆00016303⑆ ⑆5105910795⑆ 2061 16303			

3/24/2022 \$\$13.08 16302

Nebraska ESU Coordinating Council 1282 East 4th Street Allamont, NE 68210	Union Bank & Trust Company Allamont Branch 238 East 4th St. Allamont, Nebraska 68210	CHECK DATE 03/18/2022	CHECK NO. 16303
BY THE SIGN OF *****15102* DOLLARS AND *80* CENTS		AMOUNT \$*****15,102.80*	
TO THE ORDER OF POWERWORLD GROUP LLC PO BOX 888108 LOS ANGELES CA 90088-8408	PAY TO THE ORDER OF <i>Ray Allen</i> Treasurer <i>Jonathan Picken</i>		
⑆00016303⑆ ⑆5105910795⑆ 2061 16303			

3/23/2022 \$\$15,102.00 16303

3643 S 48th St
Lincoln NE 68506-4390

04-06-2022 RCVD

NEBRASKA EDUCATIONAL SERVICE

Page 1 of 4

Account Number: 2531673001

TEMP-RETURN SERVICE REQUESTED

>009952 8377321 0001 93630 10Z

00621640
MSP 495

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



Managing Your Accounts

	Customer Support	800.297.2837
	Mailing Address	P.O. Box 82535 Lincoln, NE 68501
	On the Go	Download the UBTgo Mobile App
	Online	www.ubt.com
	Bank Routing Number	104910795

NON FEDERALLY INSURED STFIT ACCOUNT

Summary of Accounts

Account Type	Account Number	Ending Balance
STFIT	2531673001	\$3,947,959.29

STFIT-2531673001

Account Summary

Date	Description	Amount
03/01/2022	Beginning Balance	\$4,065,735.51
	32 Credit(s) This Period	\$73,223.78
	9 Debit(s) This Period	\$191,000.00
03/31/2022	Ending Balance	\$3,947,959.29

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.07%
Interest Days	31
Interest Earned	\$223.78
Interest Paid This Period	\$223.78
Interest Paid Year-to-Date	\$504.99
Average Ledger Balance	\$4,044,993.57
Average Available Balance	\$4,044,993.57

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2022	Beginning Balance			\$4,065,735.51
03/01/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$18,000.00	\$4,083,735.51
03/01/2022	YIELD FOR 02/28/22 AT .0400			\$4,083,735.51
03/02/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$4,084,735.51
03/02/2022	YIELD FOR 03/01/22 AT .0400			\$4,084,735.51
03/03/2022	YIELD FOR 03/02/22 AT .0500			\$4,084,735.51
03/04/2022	YIELD FOR 03/03/22 AT .0500			\$4,084,735.51
03/07/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$3,000.00		\$4,081,735.51
03/07/2022	YIELD FOR 03/04/22 AT .0500			\$4,081,735.51
03/08/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$4,082,735.51
03/08/2022	YIELD FOR 03/07/22 AT .0500			\$4,082,735.51
03/09/2022	YIELD FOR 03/08/22 AT .0500			\$4,082,735.51
03/10/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$8,000.00	\$4,090,735.51
03/10/2022	YIELD FOR 03/09/22 AT .0500			\$4,090,735.51
03/11/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$2,000.00	\$4,092,735.51

STFIT-2531673001 (continued)**Account Activity (continued)**

Post Date	Description	Debits	Credits	Balance
03/11/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$5,000.00		\$4,087,735.51
03/11/2022	YIELD FOR 03/10/22 AT .0500			\$4,087,735.51
03/14/2022	YIELD FOR 03/11/22 AT .0500			\$4,087,735.51
03/15/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$12,000.00	\$4,099,735.51
03/15/2022	YIELD FOR 03/14/22 AT .0500			\$4,099,735.51
03/16/2022	YIELD FOR 03/15/22 AT .0500			\$4,099,735.51
03/17/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$20,000.00	\$4,119,735.51
03/17/2022	YIELD FOR 03/16/22 AT .0500			\$4,119,735.51
03/18/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$4,118,735.51
03/18/2022	YIELD FOR 03/17/22 AT .0500			\$4,118,735.51
03/21/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$143,000.00		\$3,975,735.51
03/21/2022	YIELD FOR 03/18/22 AT .0500			\$3,975,735.51
03/22/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$11,000.00	\$3,986,735.51
03/22/2022	YIELD FOR 03/21/22 AT .1000			\$3,986,735.51
03/23/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$29,000.00		\$3,957,735.51
03/23/2022	YIELD FOR 03/22/22 AT .1000			\$3,957,735.51
03/24/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$4,000.00		\$3,953,735.51
03/24/2022	YIELD FOR 03/23/22 AT .1000			\$3,953,735.51
03/25/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$2,000.00		\$3,951,735.51
03/25/2022	YIELD FOR 03/24/22 AT .1000			\$3,951,735.51
03/28/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$3,950,735.51
03/28/2022	YIELD FOR 03/25/22 AT .1000			\$3,950,735.51
03/29/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$3,000.00		\$3,947,735.51
03/29/2022	YIELD FOR 03/28/22 AT .1000			\$3,947,735.51
03/30/2022	YIELD FOR 03/29/22 AT .1000			\$3,947,735.51
03/31/2022	YIELD FOR 03/30/22 AT .1000			\$3,947,735.51
03/31/2022	INTEREST		\$223.78	\$3,947,959.29
03/31/2022	Ending Balance			\$3,947,959.29



CSTNTADV 1071 0001 124 07 20220401 PG 2 OF 2
00421660 62559422.5 0-0

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March 2022 Bank Reconciliation:

Beginning Bank Balance: \$4,134,375.04

Cleared Deposits/Cash Receipts: \$ 55,002.77

Deposits \$ 24,124.39

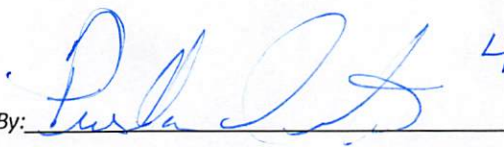
Journal Entries \$ 30,878.38

Interest Earned: \$ 223.78

Cleared Checks/Payments: \$ 191,295.11

Payments Cleared \$ 191,295.11

Ending Bank Balance: \$3,998,306.48

Reconciliation Completed By:  4/20/22

Reconciliation Reviewed By: _____

Statement Begin Date 03/01/2022
Statement End Date 03/31/2022

Statement Fiscal Year 22
Statement Fiscal Period 7

Reconciliation Complete Y

Bank Reconciliation

Bank Statement Beginning Balance	4,134,375.04
Cleared Deposits	24,124.39
Cleared A/P Payments	(191,295.11)
Cleared Payroll Payments	0.00
Cleared Journal Entries	30,878.38
Debit Adjustments	0.00
Credit Adjustments	0.00
Interest Earned	223.78
Bank Fees	0.00
Reconciled Ending Balance	3,998,306.48
Bank Ending Balance	3,998,306.48
Variance between Reconciliation Ending Balance and Bank Statement Ending Balance	0.00
General Ledger Reconciliation	
Reconciled Ending Balance	3,998,306.48
Deposits in Transit	0.00
Uncleared A/P Payments	(301.09)
Uncleared Payroll Payments	0.00
Uncleared Journal Entries	0.00
Adjusted Balance Per Bank	3,998,005.39
General Ledger Ending Balance	3,998,005.39
Unposted Interest	0.00
Unposted Fees	0.00
Variance between Adjusted Balance per Bank and General Ledger Ending Balance	0.00

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:37:31

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 DEPOSITS LIST

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

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2022
 STATEMENT END DATE: 03/31/2022

BEGINNING BALANCE: 4,134,375.04
 ENDING BALANCE: 3,998,306.48

INTEREST EARNED: 223.78
 FEES CHARGED: 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK 03/01/2022					
Y	03/01/2022		490.10	COOP SCHOOL HEALTH	030122PQ
Y	03/01/2022		569.88	COOP TROXELL COMM ADM FEE	030122PQ
Y	03/09/2022		426.88	COOP SYSCO ADMIN FEE	030722PQ
Y	03/11/2022		2,610.08	COOP INTERLINE ADMIN FEE	031022PQ
Y	03/11/2022		347.00	COOP SWANK/WB MCPHERSON	031122PQ
Y	03/14/2022		0.94	COOP PARTAC PEAT ADMIN FEE	031422PQ
Y	03/18/2022		12,957.50	COOP SYSCO ADMIN FEE	031622PQ
Y	03/22/2022		6,722.01	COOP SCHOOL SPECIALTY	032122PQ
DEPOSIT: BLANK 03/21/2022					
			24,124.39		
TOTAL A/P DEPOSITS			24,124.39		
TOTAL CLEARED A/P DEPOSITS			24,124.39		
TOTAL UNCLEARED A/P DEPOSITS			0.00		

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:37:31

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 JOURNAL ENTRIES LIST

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

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2022
 STATEMENT END DATE: 03/31/2022

BEGINNING BALANCE: 4,134,375.04
 ENDING BALANCE: 3,998,306.48

INTEREST EARNED:
 FEES CHARGED:

223.78
 0.00

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
Y	03/07/2022	63	1,011.00	RECEIVABLE-RC- 030722PQ	030722PQ	RECEIVABLE-CASH
Y	03/09/2022	64	7,384.00	RECEIVABLE-RC- 030922PQ	030922PQ	RECEIVABLE-CASH
Y	03/11/2022	65	117.10	RECEIVABLE-RC- 031122PQ	031122PQ	RECEIVABLE-CASH
Y	03/14/2022	66	11,412.00	RECEIVABLE-RC- 031422PQ	031422PQ	RECEIVABLE-CASH
Y	03/18/2022	67	6,912.00	RECEIVABLE-RC- 031622PQ	031622PQ	RECEIVABLE-CASH
Y	03/22/2022	68	4,042.28	RECEIVABLE-RC- 032122PQ	032122PQ	RECEIVABLE-CASH

TOTAL A/P JOURNAL ENTRIES 30,878.38
 TOTAL CLEARED A/P JOURNAL ENTRIES 30,878.38
 TOTAL UNCLEARED A/P JOURNAL ENTRIES 0.00

FINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:37:31

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 A/P PAYMENTS LIST

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

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2022
 STATEMENT END DATE: 03/31/2022

BEGINNING BALANCE: 4,134,375.04
 ENDING BALANCE: 3,998,306.48

INTEREST EARNED: 223.78
 FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
Y	02/04/2022	16262	3,468.96	MANUAL A/P	03/31/2022	1639	CHRISTINE ROGGE
Y	02/23/2022	16275	1,794.00	MANUAL A/P	03/31/2022	1002	APPLE COMPUTER
Y	03/04/2022	16276	3,045.00	MANUAL A/P	03/31/2022	1638	AINEE MUEHLING
Y	03/04/2022	16277	12.23	MANUAL A/P	03/31/2022	1552	AINSWORTH STAR JOURNAL
Y	03/04/2022	16278	106.18	MANUAL A/P	03/31/2022	1466	ANDREW EASTON
Y	03/04/2022	16279	50.03	MANUAL A/P	03/31/2022	1050	BISHOP BUSINESS
Y	03/04/2022	16280	96.00	MANUAL A/P	03/31/2022	1278	CORNHUSKER MARRIOTT HOTEL
Y	03/04/2022	16281	184.86	MANUAL A/P	03/31/2022	1101	CRAIG PETERSON
Y	03/04/2022	16282	253.90	MANUAL A/P	03/31/2022	1061	DEB HERICKS
Y	03/04/2022	16283	3,843.70	MANUAL A/P	03/31/2022	1057	ESU 3
Y	03/04/2022	16284	5,038.48	MANUAL A/P	03/31/2022	1067	ESU 10
Y	03/04/2022	16285	137,470.59	MANUAL A/P	03/31/2022	1064	ESU 17
N	03/04/2022	16286	288.00	MANUAL A/P	03/31/2022	1240	HOLIDAY INN EXPRESS
Y	03/04/2022	16287	100.02	MANUAL A/P	03/31/2022	1397	JOURNEYED.COM INC.
Y	03/04/2022	16288	353.34	MANUAL A/P	03/31/2022	1503	KRAIG LOFQUIST
Y	03/04/2022	16289	320.00	MANUAL A/P	03/31/2022	1247	KSB SCHOOL LAW
Y	03/04/2022	16290	20.00	MANUAL A/P	03/31/2022	1042	NE COUNCIL OF SCHOOL ADMINISTRATORS
Y	03/04/2022	16291	2,000.00	MANUAL A/P	03/31/2022	1640	NICOLE MULLER
Y	03/04/2022	16292	535.00	MANUAL A/P	03/31/2022	1390	NRCSA
Y	03/04/2022	16293	4,144.64	MANUAL A/P	03/31/2022	1637	PEGGY MEDEMA
Y	03/04/2022	16294	1,395.00	MANUAL A/P	03/31/2022	1633	PERRY, GUTHERY, HAASE & GESSFORD
Y	03/04/2022	16295	3,250.00	MANUAL A/P	03/31/2022	1657	POWERSCHOOL GROUP LLC
Y	03/04/2022	16296	255.60	MANUAL A/P	03/31/2022	1076	PRISCILLA QUINTANA
Y	03/04/2022	16297	167.88	MANUAL A/P	03/31/2022	1516	QUADIENT LEASING USA, INC
Y	03/04/2022	16298	2,104.93	MANUAL A/P	03/31/2022	1660	REBECCA SOSALLA
N	03/04/2022	16299	13.09	MANUAL A/P	03/31/2022	1553	ROCK COUNTY LEADER
Y	03/04/2022	16300	980.00	MANUAL A/P	03/31/2022	1442	SECURLY
Y	03/04/2022	16301	15.06	MANUAL A/P	03/31/2022	1554	SPRINGVIEW HERALD
Y	03/04/2022	16302	13.08	MANUAL A/P	03/31/2022	1555	VALENTINE MIDLAND NEWS
Y	03/04/2022	EFT00167	5,140.63	MANUAL A/P	03/31/2022	1039	UNION BANK & TRUST COMPANY
Y	03/18/2022	16303	15,102.00	MANUAL A/P	03/31/2022	1657	POWERSCHOOL GROUP LLC
Y	03/18/2022	EFT00169	34.00	MANUAL A/P	03/31/2022	1039	UNION BANK & TRUST COMPANY

TOTAL A/P PAYMENTS 191,596.20
 TOTAL CLEARED A/P PAYMENTS 191,295.11
 TOTAL UNCLEARED A/P PAYMENTS 301.09

EFINANCE - POWERSCHOOL
DATE: 04/20/2022
TIME: 10:37:31

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2022
STATEMENT END DATE: 03/31/2022

CLEARED CHECK DATE CHECK NUMBER
Y 01/12/2022 16253

TOTAL A/P VOIDS
TOTAL CLEARED A/P VOIDS
TOTAL UNCLEARED A/P VOIDS

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
A/P VOIDS LIST

PAGE NUMBER: 3
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BEGINNING BALANCE: 4,134,375.04 INTEREST EARNED: 223.78
ENDING BALANCE: 3,998,306.48 FEES CHARGED: 0.00

AMOUNT	CHECK TYPE	VOID DATE	VENDOR	VENDOR NAME
15,102.00	MANUAL A/P	03/18/2022	1657	POWERSCHOOL GROUP LLC

15,102.00
15,102.00
0.00

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:50:50

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 1
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

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	24,050.00	.00	.00	1,452.94	22,597.06	6.04
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20640	PERIODICALS/BOOKS	9,000.00	62.25	.00	373.50	8,626.50	4.15
TOTAL	PDO NOC PROF DEV	33,050.00	62.25	.00	1,826.44	31,223.56	5.53
ORG UNIT - 01202250520 - PDO SDA PRO DEV							
20330	PROF DEV	27,120.00	652.73	.00	3,431.23	23,688.77	12.65
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20640	PERIODICALS/BOOKS	750.00	.00	.00	.00	750.00	.00
TOTAL	PDO SDA PRO DEV	27,870.00	652.73	.00	3,431.23	24,438.77	12.31
ORG UNIT - 01202250530 - PDO ESPD PRO DEV							
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	370.75	629.25	37.08
TOTAL	PDO ESPD PRO DEV	1,000.00	.00	.00	370.75	629.25	37.08
ORG UNIT - 01202250540 - PDO TLT PRO DEV							
20330	PROF DEV	11,500.00	274.33	.00	5,956.43	5,543.57	51.80
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
TOTAL	PDO TLT PRO DEV	11,500.00	274.33	.00	5,956.43	5,543.57	51.80
ORG UNIT - 01202250560 - PDO CRISIS PRO DEV							
20320	CONTRACTED SERVICES	75,000.00	.00	.00	6,409.01	68,590.99	8.55
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
TOTAL	PDO CRISIS PRO DEV	75,000.00	.00	.00	6,409.01	68,590.99	8.55
ORG UNIT - 01202250620 - BL DEC PRO DEV							
20640	PERIODICALS/BOOKS	6,250.00	488.26	.00	5,428.36	821.64	86.85
TOTAL	BL DEC PRO DEV	6,250.00	488.26	.00	5,428.36	821.64	86.85
ORG UNIT - 01202310100 - ADMIN BOARD EXP/DUES							
20540	ADVERTISING	2,300.00	53.46	.00	2,015.10	284.90	87.61

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 2
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20810	DUES/FEES	16,090.00	.00	.00	7,869.00	8,221.00	48.91
TOTAL	ADMIN BOARD EXP/DUES	18,390.00	53.46	.00	9,884.10	8,505.90	53.75
ORG UNIT - 01202310300 - COOP BOARD EXP/DUES							
20540	ADVERTISING	1,000.00	.00	.00	964.35	35.65	96.44
20810	DUES/FEES	4,590.00	.00	.00	.00	4,590.00	.00
TOTAL	COOP BOARD EXP/DUES	5,590.00	.00	.00	964.35	4,625.65	17.25
ORG UNIT - 01202310620 - BL DEC BOARD EXP/DUES							
20810	DUES/FEES	310.00	.00	.00	235.00	75.00	75.81
TOTAL	BL DEC BOARD EXP/DUES	310.00	.00	.00	235.00	75.00	75.81
ORG UNIT - 01202320100 - ADMIN SALARY EXEC DIRECTO							
20110	SALARIES	100,528.00	8,392.31	.00	50,353.90	50,174.10	50.09
20220	SOCIAL SECURITY	7,690.00	638.91	.00	2,079.51	5,610.49	27.04
20230	RETIREMENT	9,930.00	827.49	.00	4,964.94	4,965.06	50.00
20270	WORK COMP	402.00	33.51	.00	201.03	200.97	50.01
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20330	PROF DEV	400.00	.00	.00	444.42	-44.42	111.11
20333	MILEAGE	5,891.00	353.34	.00	1,131.74	4,759.26	19.21
20580	TRAVEL (EXCEPT MILEAGE)	19,867.00	2,703.27	.00	8,598.89	11,268.11	43.28
20610	SUPPLIES	400.00	54.74	.00	287.91	112.09	71.98
TOTAL	ADMIN SALARY EXEC DIRECTO	145,108.00	13,003.57	.00	68,062.34	77,045.66	46.90
ORG UNIT - 01202320300 - COOP EXEC DIR SALARY/EXP							
20110	SALARIES	10,364.00	865.19	.00	5,191.14	5,172.86	50.09
20220	SOCIAL SECURITY	793.00	65.87	.00	214.39	578.61	27.04
20230	RETIREMENT	1,024.00	85.31	.00	511.86	512.14	49.99
20270	WORK COMP	41.00	3.45	.00	20.70	20.30	50.49
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	COOP EXEC DIR SALARY/EXP	12,222.00	1,019.82	.00	5,938.09	6,283.91	48.59
ORG UNIT - 01202320400 - SRS EXEC DIR SALARIES/EXP							
20110	SALARIES	11,399.00	951.71	.00	5,710.26	5,688.74	50.09
20220	SOCIAL SECURITY	872.00	72.45	.00	235.80	636.20	27.04
20230	RETIREMENT	1,126.00	93.84	.00	563.04	562.96	50.00
20270	WORK COMP	46.00	3.80	.00	22.80	23.20	49.57
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 3
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20330	PROF DEV	10,000.00	.00	.00	25.30	9,974.70	.25
TOTAL	SRS EXEC DIR SALARIES/EXP	23,443.00	1,121.80	.00	6,557.20	16,885.80	27.97
ORG UNIT - 01202320600 - BL IMAT EXEC DIR SALARY/E							
20110	SALARIES	12,435.00	1,038.23	.00	6,229.38	6,205.62	50.10
20220	SOCIAL SECURITY	951.00	79.04	.00	257.26	693.74	27.05
20230	RETIREMENT	1,228.00	102.37	.00	614.22	613.78	50.02
20270	WORK COMP	50.00	4.15	.00	24.87	25.13	49.74
TOTAL	BL IMAT EXEC DIR SALARY/E	14,664.00	1,223.79	.00	7,125.73	7,538.27	48.59
ORG UNIT - 01202320620 - BL DEC EXEC SALARY/EXP							
20110	SALARIES	72,544.00	6,056.32	.00	36,337.92	36,206.08	50.09
20220	SOCIAL SECURITY	5,550.00	461.07	.00	1,500.68	4,049.32	27.04
20230	RETIREMENT	7,166.00	597.16	.00	3,582.96	3,583.04	50.00
20270	WORK COMP	290.00	24.18	.00	145.08	144.92	50.03
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC EXEC SALARY/EXP	85,550.00	7,138.73	.00	41,566.64	43,983.36	48.59
ORG UNIT - 01202330100 - ADMIN LEGAL/GOV'T RELATION							
20314	GOV'T RELATIONS	35,203.00	.00	.00	269.64	34,933.36	.77
20317	LEGAL	10,750.00	674.84	.00	1,061.84	9,688.16	9.88
TOTAL	ADMIN LEGAL/GOV'T RELATION	45,953.00	674.84	.00	1,331.48	44,621.52	2.90
ORG UNIT - 01202330300 - COOP LEGAL/GOV'T RELATIONS							
20317	LEGAL	10,750.00	599.85	.00	2,842.85	7,907.15	26.45
20820	JUDGEMENTS/SETTLEMENTS	.00	.00	.00	.00	.00	.00
TOTAL	COOP LEGAL/GOV'T RELATIONS	10,750.00	599.85	.00	2,842.85	7,907.15	26.45
ORG UNIT - 01202330400 - SRS LEGAL/GOV'T RELATIONS							
20317	LEGAL	1,750.00	97.65	.00	160.65	1,589.35	9.18
TOTAL	SRS LEGAL/GOV'T RELATIONS	1,750.00	97.65	.00	160.65	1,589.35	9.18
ORG UNIT - 01202330500 - PDO LEGAL/GOV'T RELATIONS							
20317	LEGAL	2,500.00	245.00	.00	565.00	1,935.00	22.60

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 4
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	PDO LEGAL/GOVT RELATIONS	2,500.00	245.00	.00	565.00	1,935.00	22.60
ORG UNIT - 01202330600 - BL IMAT LEGAL/GOVT RELATI							
20317	LEGAL	875.00	48.83	.00	80.33	794.67	9.18
TOTAL	BL IMAT LEGAL/GOVT RELATI	875.00	48.83	.00	80.33	794.67	9.18
ORG UNIT - 01202330620 - BL DEC LEGAL/GOVT RELATIO							
20317	LEGAL	875.00	48.83	.00	80.33	794.67	9.18
TOTAL	BL DEC LEGAL/GOVT RELATIO	875.00	48.83	.00	80.33	794.67	9.18
ORG UNIT - 01202510100 - ADMIN FISCAL SERVICES							
20315	ACCT/AUDIT	7,488.00	206.00	.00	1,236.00	6,252.00	16.51
TOTAL	ADMIN FISCAL SERVICES	7,488.00	206.00	.00	1,236.00	6,252.00	16.51
ORG UNIT - 01202510300 - COOP FISCAL SERVICES							
20315	ACCT/AUDIT	4,988.00	.00	.00	.00	4,988.00	.00
TOTAL	COOP FISCAL SERVICES	4,988.00	.00	.00	.00	4,988.00	.00
ORG UNIT - 01202510400 - SRS FISCAL SERVICES							
20315	ACCT/AUDIT	812.00	.00	.00	.00	812.00	.00
TOTAL	SRS FISCAL SERVICES	812.00	.00	.00	.00	812.00	.00
ORG UNIT - 01202510600 - BL IMAT FISCAL SERVICES							
20315	ACCT/AUDIT	406.00	.00	.00	.00	406.00	.00
TOTAL	BL IMAT FISCAL SERVICES	406.00	.00	.00	.00	406.00	.00
ORG UNIT - 01202510620 - BL DEC FISCAL SERVICES							
20315	ACCT/AUDIT	406.00	.00	.00	.00	406.00	.00
TOTAL	BL DEC FISCAL SERVICES	406.00	.00	.00	.00	406.00	.00
ORG UNIT - 01202520300 - COOP PURCHASE/WAREHOUSE/D							

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:50:50

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 5
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20610	SUPPLIES	1,200.00	.00	.00	177.00	1,023.00	14.75
20900	OTHER PROGRAM PUCHASES	1,022,000.00	980.00	29.14	315,174.53	706,825.47	30.84
TOTAL	COOP PURCHASE/WAREHOUSE/D	1,023,200.00	980.00	29.14	315,351.53	707,848.47	30.82
ORG UNIT - 01202520400 - SRS PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	33.14	.00	584.55	-84.55	116.91
TOTAL	SRS PURCHASE/WAREHOUSE/DI	500.00	33.14	.00	584.55	-84.55	116.91
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	2,000.00	1,000.00	66.67
20900	OTHER PROGRAM PUCHASES	137,700.00	.00	.00	.00	137,700.00	.00
TOTAL	BL IMAT PURCHASE/WAREHOUS	140,700.00	.00	.00	2,000.00	138,700.00	1.42
ORG UNIT - 01202520620 - BL DEC PURCHASE/WAREHOUSE							
20610	SUPPLIES	500.00	.00	.00	845.00	-345.00	169.00
TOTAL	BL DEC PURCHASE/WAREHOUSE	500.00	.00	.00	845.00	-345.00	169.00
ORG UNIT - 01202530100 - ADMIN PRINT/PUB/DUP							
20550	PRINTING/BINDING	1,000.00	38.43	.00	191.44	808.56	19.14
TOTAL	ADMIN PRINT/PUB/DUP	1,000.00	38.43	.00	191.44	808.56	19.14
ORG UNIT - 01202530300 - COOP PRINT/PUB/DUP							
20550	PRINTING/BINDING	250.00	17.50	.00	105.00	145.00	42.00
TOTAL	COOP PRINT/PUB/DUP	250.00	17.50	.00	105.00	145.00	42.00
ORG UNIT - 01202530400 - SRS PRINT/PUB/DUP							
20550	PRINTING/BINDING	300.00	12.51	.00	52.44	247.56	17.48

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:50:50

ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 6
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	SRS PRINT/PUB/DUP	300.00	12.51	.00	52.44	247.56	17.48
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	26.93	.00	93.34	256.66	26.67
TOTAL	ADMIN POSTAGE	350.00	26.93	.00	93.34	256.66	26.67
ORG UNIT - 01202560300 - COOP POSTAGE							
20531	POSTAGE/POSTAGE METER	2,000.00	170.00	.00	402.91	1,597.09	20.15
TOTAL	COOP POSTAGE	2,000.00	170.00	.00	402.91	1,597.09	20.15
ORG UNIT - 01202560400 - SRS POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.00	.00	.00	50.00	.00
TOTAL	SRS POSTAGE	50.00	.00	.00	.00	50.00	.00
ORG UNIT - 01202560500 - PDO POSTAGE							
20531	POSTAGE/POSTAGE METER	250.00	1.06	.00	49.58	200.42	19.83
TOTAL	PDO POSTAGE	250.00	1.06	.00	49.58	200.42	19.83
ORG UNIT - 01202560600 - BL IMAT POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.00	.00	2.12	47.88	4.24
TOTAL	BL IMAT POSTAGE	50.00	.00	.00	2.12	47.88	4.24
ORG UNIT - 01202560620 - BL DEC POSTAGE							
20531	POSTAGE/POSTAGE METER	300.00	.53	.00	2.85	297.15	.95
TOTAL	BL DEC POSTAGE	300.00	.53	.00	2.85	297.15	.95

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

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 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202580100 - ADMIN TECH SERVICES							
20320	CONTRACTED SERVICES	29,000.00	1,402.50	.00	16,488.75	12,511.25	56.86
20530	COMPUTER/INTERNET/PHONE	582.00	.00	.00	565.84	16.16	97.22
20650	TECH SOFTWARE/SUPPLIES	233.00	183.53	.00	408.53	-175.53	175.33
20734	TECH HARDWARE	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL	ADMIN TECH SERVICES	32,415.00	1,586.03	.00	17,463.12	14,951.88	53.87
ORG UNIT - 01202580200 - PS TECH SERVICE							
20320	CONTRACTED SERVICES	257,544.00	11,769.64	.00	113,692.29	143,851.71	44.14
20530	COMPUTER/INTERNET/PHONE	2,500.00	.00	.00	.00	2,500.00	.00
20650	TECH SOFTWARE/SUPPLIES	4,000.00	279.89	54.08	4,001.10	-1.10	100.03
20734	TECH HARDWARE	5,000.00	.00	.00	2,855.00	2,145.00	57.10
TOTAL	PS TECH SERVICE	269,044.00	12,049.53	54.08	120,548.39	148,495.61	44.81
ORG UNIT - 01202580300 - COOP TECH SERVICES							
20320	CONTRACTED SERVICES	7,241.00	.00	.00	360.00	6,881.00	4.97
20530	COMPUTER/INTERNET/PHONE	3,108.00	84.00	.00	504.00	2,604.00	16.22
20650	TECH SOFTWARE/SUPPLIES	78,174.00	50.15	.00	495.69	77,678.31	.63
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	COOP TECH SERVICES	88,523.00	134.15	.00	1,359.69	87,163.31	1.54
ORG UNIT - 01202580400 - SRS TECH SERVICES							
20110	SALARIES	187,290.00	13,048.07	.00	78,288.42	109,001.58	41.80
20220	SOCIAL SECURITY	14,328.00	871.69	.00	5,230.14	9,097.86	36.50
20230	RETIREMENT	18,500.00	1,288.87	.00	7,733.22	10,766.78	41.80
20270	WORK COMP	750.00	52.17	.00	313.02	436.98	41.74
20290	OTHER BENEFITS	42.00	.00	.00	.00	42.00	.00
20320	CONTRACTED SERVICES	103,458.00	.00	.00	.00	103,458.00	.00
20530	COMPUTER/INTERNET/PHONE	13,470.00	.00	.00	128.58	13,341.42	.95
20650	TECH SOFTWARE/SUPPLIES	1,975.00	779.74	.00	2,066.39	-91.39	104.63
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	SRS TECH SERVICES	339,813.00	16,040.54	.00	93,759.77	246,053.23	27.59
ORG UNIT - 01202580500 - PDO TECH SERVICES							
20320	CONTRACTED SERVICES	1,500.00	.00	.00	.00	1,500.00	.00
20650	TECH SOFTWARE/SUPPLIES	.00	.00	.00	.00	.00	.00
TOTAL	PDO TECH SERVICES	1,500.00	.00	.00	.00	1,500.00	.00

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202580585 - AAP TECH SERVICE							
20320	CONTRACTED SERVICES	266,513.00	.00	.00	.00	266,513.00	.00
TOTAL	AAP TECH SERVICE	266,513.00	.00	.00	.00	266,513.00	.00
ORG UNIT - 01202580590 - PROJ PARA TECH SERVICE							
20320	CONTRACTED SERVICES	106.00	.00	.00	.00	106.00	.00
20734	TECH HARDWARE	2,704.00	.00	.00	.00	2,704.00	.00
TOTAL	PROJ PARA TECH SERVICE	2,810.00	.00	.00	.00	2,810.00	.00
ORG UNIT - 01202580600 - BL IMAT TECH SERVICES							
20530	COMPUTER/INTERNET/PHONE	13,352.00	.00	.00	.00	13,352.00	.00
20650	TECH SOFTWARE/SUPPLIES	990.00	.00	.00	179.99	810.01	18.18
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	BL IMAT TECH SERVICES	14,342.00	.00	.00	179.99	14,162.01	1.25
ORG UNIT - 01202580620 - BL DEC TECH SERVICES							
20110	SALARIES	74,130.00	6,233.00	.00	37,397.95	36,732.05	50.45
20220	SOCIAL SECURITY	5,671.00	409.48	.00	2,456.88	3,214.12	43.32
20230	RETIREMENT	7,322.00	615.69	.00	3,694.14	3,627.86	50.45
20270	WORK COMP	297.00	24.92	.00	149.52	147.48	50.34
20290	OTHER BENEFITS	42.00	.00	.00	.00	42.00	.00
20320	CONTRACTED SERVICES	19,300.00	.00	.00	.00	19,300.00	.00
20530	COMPUTER/INTERNET/PHONE	13,509.00	.00	.00	2,084.70	11,424.30	15.43
20650	TECH SOFTWARE/SUPPLIES	960.00	.00	.00	447.80	512.20	46.65
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC TECH SERVICES	121,231.00	7,283.09	.00	46,230.99	75,000.01	38.13
ORG UNIT - 01202610100 - ADMIN RENT/LEASE							
20440	RENT	1,842.00	153.41	.00	920.46	921.54	49.97
20520	INSURANCE	9,999.00	.00	.00	2,002.00	7,997.00	20.02
TOTAL	ADMIN RENT/LEASE	11,841.00	153.41	.00	2,922.46	8,918.54	24.68
ORG UNIT - 01202610200 - PS RENT/LEASE							
20440	RENT	4,000.00	.00	.00	.00	4,000.00	.00
20520	INSURANCE	2,650.00	.00	.00	.00	2,650.00	.00
TOTAL	PS RENT/LEASE	6,650.00	.00	.00	.00	6,650.00	.00

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202610300 - COOP RENT/LEASE							
20440	RENT	8,671.00	658.44	.00	4,721.64	3,949.36	54.45
20520	INSURANCE	384.00	32.00	.00	192.00	192.00	50.00
TOTAL	COOP RENT/LEASE	9,055.00	690.44	.00	4,913.64	4,141.36	54.26
ORG UNIT - 01202610400 - SRS RENT/LEASES							
20440	RENT	8,577.00	714.50	.00	4,287.00	4,290.00	49.98
TOTAL	SRS RENT/LEASES	8,577.00	714.50	.00	4,287.00	4,290.00	49.98
ORG UNIT - 01202610600 - BL IMAT RENT/LEASE							
20440	RENT	773.00	64.26	.00	385.56	387.44	49.88
TOTAL	BL IMAT RENT/LEASE	773.00	64.26	.00	385.56	387.44	49.88
ORG UNIT - 01202610620 - BL DEC RENT/LEASE							
20440	RENT	3,137.00	261.20	.00	1,567.20	1,569.80	49.96
TOTAL	BL DEC RENT/LEASE	3,137.00	261.20	.00	1,567.20	1,569.80	49.96
ORG UNIT - 01202800100 - ADMIN STAFF SALARY							
20110	SALARIES	58,093.00	4,841.11	.00	29,046.66	29,046.34	50.00
20220	SOCIAL SECURITY	3,744.00	309.03	.00	1,854.18	1,889.82	49.52
20230	RETIREMENT	5,738.00	478.19	.00	2,869.14	2,868.86	50.00
20270	WORK COMP	233.00	19.37	.00	116.22	116.78	49.88
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	3,000.00	218.21	.00	1,452.73	1,547.27	48.42
20580	TRAVEL (EXCEPT MILEAGE)	3,500.00	131.69	.00	835.30	2,664.70	23.87
TOTAL	ADMIN STAFF SALARY	74,308.00	5,997.60	.00	36,174.23	38,133.77	48.68
ORG UNIT - 01202800200 - PS SALARIES							
20110	SALARIES	192,807.00	16,067.26	.00	99,536.48	93,270.52	51.62
20220	SOCIAL SECURITY	13,183.00	1,060.36	.00	6,604.05	6,578.95	50.10
20230	RETIREMENT	19,045.00	1,587.10	.00	9,832.06	9,212.94	51.63
20270	WORK COMP	771.00	64.25	.00	402.50	368.50	52.20
20290	OTHER BENEFITS	.00	7.00	.00	42.00	-42.00	.00
20333	MILEAGE	15,000.00	.00	.00	861.84	14,138.16	5.75
20580	TRAVEL (EXCEPT MILEAGE)	15,000.00	6,526.82	2,200.00	8,918.82	6,081.18	59.46

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20610	SUPPLIES	2,500.00	38.24	.00	89.12	2,410.88	3.56
TOTAL	PS SALARIES	258,306.00	25,351.03	2,200.00	126,286.87	132,019.13	48.89

ORG UNIT - 01202800300 - COOP STAFF SALARIES/EXP

20110	SALARIES	245,361.00	20,446.82	.00	122,680.93	122,680.07	50.00
20220	SOCIAL SECURITY	14,964.00	1,220.94	.00	7,325.64	7,638.36	48.96
20230	RETIREMENT	24,236.00	2,019.69	.00	12,118.14	12,117.86	50.00
20270	WORK COMP	982.00	81.79	.00	490.74	491.26	49.97
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	3,000.00	406.58	.00	1,783.39	1,216.61	59.45
20580	TRAVEL (EXCEPT MILEAGE)	12,511.00	1,035.09	.00	3,443.98	9,067.02	27.53
TOTAL	COOP STAFF SALARIES/EXP	301,054.00	25,210.91	.00	147,842.82	153,211.18	49.11

ORG UNIT - 01202800400 - SRS STAFF SALARIES/EXP

20110	SALARIES	158,913.00	15,878.93	.00	92,035.50	66,877.50	57.92
20220	SOCIAL SECURITY	10,702.00	1,078.26	.00	6,699.51	4,002.49	62.60
20230	RETIREMENT	15,698.00	1,568.50	.00	8,721.12	6,976.88	55.56
20270	WORK COMP	637.00	63.60	.00	360.86	276.14	56.65
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	2,500.00	.00	.00	.00	2,500.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	2,500.00	.00	.00	.00	2,500.00	.00
TOTAL	SRS STAFF SALARIES/EXP	190,950.00	18,589.29	.00	107,816.99	83,133.01	56.46

ORG UNIT - 01202800500 - PDO STAFF SALARIES/EXP

20110	SALARIES	7,755.00	646.22	.00	3,877.32	3,877.68	50.00
20220	SOCIAL SECURITY	522.00	43.52	.00	261.12	260.88	50.02
20230	RETIREMENT	766.00	63.83	.00	382.98	383.02	50.00
20270	WORK COMP	31.00	2.58	.00	15.48	15.52	49.94
20330	PROF DEV	14,000.00	1,945.50	.00	4,489.74	9,510.26	32.07
20333	MILEAGE	500.00	.00	.00	448.33	51.67	89.67
20580	TRAVEL (EXCEPT MILEAGE)	500.00	.00	.00	1,818.36	-1,318.36	363.67
TOTAL	PDO STAFF SALARIES/EXP	24,074.00	2,701.65	.00	11,293.33	12,780.67	46.91

ORG UNIT - 01202800570 - INNOVATIVE STAFF SALARIES

20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
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

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202800585 - AAP SALARIES							
20110	SALARIES	28,396.00	2,366.34	.00	14,198.14	14,197.86	50.00
20220	SOCIAL SECURITY	2,172.00	181.02	.00	1,086.12	1,085.88	50.01
20230	RETIREMENT	2,805.00	233.74	.00	1,402.44	1,402.56	50.00
20270	WORK COMP	114.00	9.48	.00	56.88	57.12	49.89
TOTAL	AAP SALARIES	33,487.00	2,790.58	.00	16,743.58	16,743.42	50.00
ORG UNIT - 01202800590 - PROJ PARA SALARIES							
20110	SALARIES	52,736.00	4,394.65	.00	26,367.85	26,368.15	50.00
20220	SOCIAL SECURITY	4,034.00	336.19	.00	2,017.14	2,016.86	50.00
20230	RETIREMENT	5,209.00	434.10	.00	2,604.60	2,604.40	50.00
20270	WORK COMP	211.00	17.60	.00	105.60	105.40	50.05
TOTAL	PROJ PARA SALARIES	62,190.00	5,182.54	.00	31,095.19	31,094.81	50.00
ORG UNIT - 01202800600 - BL IMAT STAFF SALARY/EXP							
20110	SALARIES	69,299.00	5,774.85	.00	34,649.12	34,649.88	50.00
20220	SOCIAL SECURITY	5,052.00	415.53	.00	2,493.18	2,558.82	49.35
20230	RETIREMENT	6,846.00	570.43	.00	3,422.58	3,423.42	49.99
20270	WORK COMP	277.00	23.10	.00	138.60	138.40	50.04
20290	OTHER BENEFITS	.00	1.40	.00	8.40	-8.40	.00
20333	MILEAGE	1,163.00	.00	.00	47.60	1,115.40	4.09
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	6.25	993.75	.63
20610	SUPPLIES	50.00	.00	.00	.00	50.00	.00
TOTAL	BL IMAT STAFF SALARY/EXP	83,687.00	6,785.31	.00	40,765.73	42,921.27	48.71
ORG UNIT - 01202800620 - BL DEC STAFF SALARY/EXP							
20110	SALARIES	115,486.00	9,623.83	.00	57,742.99	57,743.01	50.00
20220	SOCIAL SECURITY	8,135.00	657.53	.00	3,945.18	4,189.82	48.50
20230	RETIREMENT	11,408.00	950.62	.00	5,703.72	5,704.28	50.00
20270	WORK COMP	463.00	38.48	.00	230.88	232.12	49.87
20290	OTHER BENEFITS	.00	5.60	.00	33.60	-33.60	.00
20333	MILEAGE	2,000.00	92.43	.00	1,842.00	158.00	92.10
20580	TRAVEL (EXCEPT MILEAGE)	8,872.00	52.75	.00	1,828.43	7,043.57	20.61
20733	FURNITURE	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC STAFF SALARY/EXP	146,364.00	11,421.24	.00	71,326.80	75,037.20	48.73
ORG UNIT - 01203500500 - PDO STATE GRANTS							
20320	CONTRACTED SERVICES	23,100,000.00	.00	.00	1,354,260.32	21,745,739.68	5.86
TOTAL	PDO STATE GRANTS	23,100,000.00	.00	.00	1,354,260.32	21,745,739.68	5.86

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01203500570 - PDO SOFTWARE NETWRK INNOV							
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
20320	CONTRACTED SERVICES	540,000.00	.00	.00	26,527.02	513,472.98	4.91
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	PDO SOFTWARE NETWRK INNOV	540,000.00	.00	.00	26,527.02	513,472.98	4.91
ORG UNIT - 01203500580 - PDO ADVISER CONTRACT SERV							
20320	CONTRACTED SERVICES	25,000.00	.00	.00	4,750.00	20,250.00	19.00
TOTAL	PDO ADVISER CONTRACT SERV	25,000.00	.00	.00	4,750.00	20,250.00	19.00
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	.00	.00	.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	.00	.00	.00
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 - 01209000200 - PS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	PS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.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

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
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		27,857,844.00	171,247.14	2,283.22	2,758,233.76	25,099,610.24	9.90

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ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
 ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16253 V	01/12/22	1657	POWERSCHOOL GROUP L	01202580200	20320	PS SUBSCRIPTION, AR	0.00	-15,102.00
09000	16276	03/04/22	1638	AIMEE MUEHLING	01202580200	20320	PS CONTRACTED SERVI	0.00	3,045.00
09000	16277	03/04/22	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN MEETING NOTICE	0.00	12.23
09000	16278	03/04/22	1466	ANDREW EASTON	01202800620	20580	DEC TRAVEL/PARKING	0.00	13.75
09000	16278	03/04/22	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	92.43
TOTAL CHECK									106.18
09000	16279	03/04/22	1050	BISHOP BUSINESS	01202530100	20550	ADMN PRINTING EXP	0.00	37.52
09000	16279	03/04/22	1050	BISHOP BUSINESS	01202530400	20550	SRS PRINTING EXP	0.00	12.51
TOTAL CHECK									50.03
09000	16280	03/04/22	1278	CORNHUSKER MARRIOTT	01202800300	20580	COOP TRAVEL/LODGING	0.00	96.00
09000	16281	03/04/22	1101	CRAIG PETERSON	01202800300	20333	COOP MILEAGE REIMBU	0.00	184.86
09000	16282	03/04/22	1061	DEB HERICKS	01202800100	20580	ADMN TRAVEL/MEALS	0.00	35.69
09000	16282	03/04/22	1061	DEB HERICKS	01202800100	20333	ADMN MILEAGE REIMBU	0.00	97.11
09000	16282	03/04/22	1061	DEB HERICKS	01202800100	20333	ADMN MILEAGE REIMBR	0.00	121.10
TOTAL CHECK									253.90
09000	16283	03/04/22	1057	ESU 3	01202610100	20440	ADMN RENT OMAHA	0.00	153.41
09000	16283	03/04/22	1057	ESU 3	01202610300	20440	COOP RENT OMAHA	0.00	50.44
09000	16283	03/04/22	1057	ESU 3	01202610400	20440	SRS RENT OMAHA	0.00	714.50
09000	16283	03/04/22	1057	ESU 3	01202610600	20440	IMAT RENT OMAHA	0.00	64.26
09000	16283	03/04/22	1057	ESU 3	01202610620	20440	DEC RENT OMAHA	0.00	261.20
09000	16283	03/04/22	1057	ESU 3	01202560100	20531	ADMN POSTAGE OMAHA	0.00	18.98
09000	16283	03/04/22	1057	ESU 3	01202530100	20550	ADMN PRINTING EXP	0.00	0.91
09000	16283	03/04/22	1057	ESU 3	01202580200	20320	PS CONTRACTED SERVI	0.00	2,580.00
TOTAL CHECK									3,843.70
09000	16284	03/04/22	1067	ESU 10	01202580100	20320	ADMN SIMPL PROGRAMM	0.00	1,402.50
09000	16284	03/04/22	1067	ESU 10	01202250520	20330	SDA PROF DEV	0.00	617.25
09000	16284	03/04/22	1067	ESU 10	01202320100	20580	ESPD PRO DEV TRAVEL	0.00	274.33
09000	16284	03/04/22	1067	ESU 10	01202320100	20580	ADMN TRAVEL/MEALS	0.00	274.34
09000	16284	03/04/22	1067	ESU 10	01202250540	20330	TLT PROF DEV	0.00	274.33
09000	16284	03/04/22	1067	ESU 10	01202250520	20330	SDA PROF DEV	0.00	35.48
09000	16284	03/04/22	1067	ESU 10	01202320100	20580	ADMN TRAVEL/MEALS	0.00	214.75
09000	16284	03/04/22	1067	ESU 10	01202800500	20330	PD PROF DEV	0.00	1,945.50
TOTAL CHECK									5,038.48
09000	16285	03/04/22	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	8,392.31
09000	16285	03/04/22	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	638.91
09000	16285	03/04/22	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	827.49
09000	16285	03/04/22	1064	ESU 17	01202320100	20270	ADMN EXEC DIRK WORK	0.00	33.51
09000	16285	03/04/22	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	19.37
09000	16285	03/04/22	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	206.00
09000	16285	03/04/22	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	865.19
09000	16285	03/04/22	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	65.87
09000	16285	03/04/22	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	85.31

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16285	03/04/22	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	3.45
09000	16285	03/04/22	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	20,446.82
09000	16285	03/04/22	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,220.94
09000	16285	03/04/22	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	2,019.69
09000	16285	03/04/22	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	81.79
09000	16285	03/04/22	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	16285	03/04/22	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	16285	03/04/22	1064	ESU 17	01202530300	20550	COOP PRINTING/COPIE	0.00	17.50
09000	16285	03/04/22	1064	ESU 17	01202610300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	16285	03/04/22	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	6,056.32
09000	16285	03/04/22	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	461.07
09000	16285	03/04/22	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	597.16
09000	16285	03/04/22	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	24.18
09000	16285	03/04/22	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	6,233.00
09000	16285	03/04/22	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	409.48
09000	16285	03/04/22	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	615.69
09000	16285	03/04/22	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	24.92
09000	16285	03/04/22	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	9,623.83
09000	16285	03/04/22	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	657.53
09000	16285	03/04/22	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	950.62
09000	16285	03/04/22	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	38.48
09000	16285	03/04/22	1064	ESU 17	01202800620	20290	DEC STAFF WAGE WORK	0.00	5.60
09000	16285	03/04/22	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	1,038.23
09000	16285	03/04/22	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	79.04
09000	16285	03/04/22	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	102.37
09000	16285	03/04/22	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	4.15
09000	16285	03/04/22	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	5,774.85
09000	16285	03/04/22	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	415.53
09000	16285	03/04/22	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	570.43
09000	16285	03/04/22	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	23.10
09000	16285	03/04/22	1064	ESU 17	01202800600	20290	IMAT STAFF WAGE WOR	0.00	1.40
09000	16285	03/04/22	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	951.71
09000	16285	03/04/22	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	72.45
09000	16285	03/04/22	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	93.84
09000	16285	03/04/22	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	3.80
09000	16285	03/04/22	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	13,048.07
09000	16285	03/04/22	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDICAR	0.00	871.69
09000	16285	03/04/22	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	1,288.87
09000	16285	03/04/22	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	52.17
09000	16285	03/04/22	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	15,878.93
09000	16285	03/04/22	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	1,078.26
09000	16285	03/04/22	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	1,568.50
09000	16285	03/04/22	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	63.60
09000	16285	03/04/22	1064	ESU 17	01202800500	20110	PD STAFF SALARIES	0.00	646.22
09000	16285	03/04/22	1064	ESU 17	01202800500	20220	PD STAFF SS/MEDICAR	0.00	43.52
09000	16285	03/04/22	1064	ESU 17	01202800500	20230	PD STAFF RETIREMENT	0.00	63.83
09000	16285	03/04/22	1064	ESU 17	01202800500	20270	PD STAFF WORK COMP	0.00	2.58
09000	16285	03/04/22	1064	ESU 17	01202800200	20110	PS STAFF SALARIES	0.00	16,067.26
09000	16285	03/04/22	1064	ESU 17	01202800200	20220	PS STAFF SS/MEDICAR	0.00	1,060.36
09000	16285	03/04/22	1064	ESU 17	01202800200	20230	PS STAFF RETIREMENT	0.00	1,587.10
09000	16285	03/04/22	1064	ESU 17	01202800200	20270	PS STAFF WORK COMP	0.00	64.25
09000	16285	03/04/22	1064	ESU 17	01202800200	20290	PS STAFF WAGE WORKS	0.00	7.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16285	03/04/22	1064	ESU 17	01202800590	20110	PROJ PARA SALARIES	0.00	4,394.65
09000	16285	03/04/22	1064	ESU 17	01202800590	20220	PROJ PARA SS/MEDICA	0.00	336.19
09000	16285	03/04/22	1064	ESU 17	01202800590	20230	PROJ PARA RETIREMEN	0.00	434.10
09000	16285	03/04/22	1064	ESU 17	01202800590	20270	PROJ PARA WORK COMP	0.00	17.60
09000	16285	03/04/22	1064	ESU 17	01202800585	20110	AAP STAFF SALARIES	0.00	2,366.34
09000	16285	03/04/22	1064	ESU 17	01202800585	20220	AAP STAFF SS/MEDICA	0.00	181.02
09000	16285	03/04/22	1064	ESU 17	01202800585	20230	AAP STAFF RETIREMEN	0.00	233.74
09000	16285	03/04/22	1064	ESU 17	01202800585	20270	AAP STAFF WORK COMP	0.00	9.48
09000	16285	03/04/22	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	4,841.11
09000	16285	03/04/22	1064	ESU 17	01202800100	20220	ADMN STAFF SS/MEDIC	0.00	309.03
09000	16285	03/04/22	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	478.19
TOTAL CHECK								0.00	137,470.59
09000	16286	03/04/22	1240	HOLIDAY INN EXPRESS	01202800300	20580	COOP TRAVEL/LODGING	0.00	96.00
09000	16286	03/04/22	1240	HOLIDAY INN EXPRESS	01202320100	20580	ADMN DIR TRAVEL/LOD	0.00	96.00
09000	16286	03/04/22	1240	HOLIDAY INN EXPRESS	01202800100	20580	ADMN STAFF TRAVEL/L	0.00	96.00
TOTAL CHECK								0.00	288.00
09000	16287	03/04/22	1397	JOURNEYED.COM INC.	01202580100	20650	ADMN TECH SUPPLIES	0.00	100.02
09000	16288	03/04/22	1503	KRAIG LOFQUIST	01202320100	20333	ADMN DIR MILEAGE RE	0.00	353.34
09000	16289	03/04/22	1247	KSB SCHOOL LAW	01202330100	20317	ADMN LEGAL SERVICE	0.00	75.00
09000	16289	03/04/22	1247	KSB SCHOOL LAW	01202330500	20317	ESPD LEGAL SERVICE	0.00	245.00
TOTAL CHECK								0.00	320.00
09000	16290	03/04/22	1042	NE COUNCIL OF SCHOO	01202320100	20580	ADMN DIR TRAVEL/MEA	0.00	20.00
09000	16291	03/04/22	1640	NICOLE MULLER	01202580200	20320	PS CONTRACT SERVICE	0.00	2,000.00
09000	16292	03/04/22	1390	NRCSA	01202320100	20580	ADMN DIR CONF/MEALS	0.00	535.00
09000	16293	03/04/22	1637	PEGGY MEDEMA	01202580200	20320	PS CONTRACTED SERVI	0.00	4,144.64
09000	16294	03/04/22	1633	PERRY, GUTHERY, HAA	01202330100	20317	ADMN LEGAL SERVICE	0.00	599.84
09000	16294	03/04/22	1633	PERRY, GUTHERY, HAA	01202330300	20317	COOP LEGAL SERVICE	0.00	599.85
09000	16294	03/04/22	1633	PERRY, GUTHERY, HAA	01202330400	20317	SRS LEGAL SERVICE	0.00	97.65
09000	16294	03/04/22	1633	PERRY, GUTHERY, HAA	01202330600	20317	IMAT LEGAL SERVICE	0.00	48.83
09000	16294	03/04/22	1633	PERRY, GUTHERY, HAA	01202330620	20317	DEC LEGAL SERVICE	0.00	48.83
TOTAL CHECK								0.00	1,395.00
09000	16295	03/04/22	1657	POWERSCHOOL GROUP L	01202800200	20580	PS TRAVEL/TRAINING	0.00	2,200.00
09000	16295	03/04/22	1657	POWERSCHOOL GROUP L	01202800200	20580	PS TRAVEL/TRAINING	0.00	1,050.00
TOTAL CHECK								0.00	3,250.00
09000	16296	03/04/22	1076	PRISCILLA QUINTANA	01202800300	20580	COOP TRAVEL/MEALS	0.00	33.88
09000	16296	03/04/22	1076	PRISCILLA QUINTANA	01202800300	20333	COOP MILEAGE REIMBU	0.00	221.72
TOTAL CHECK								0.00	255.60
09000	16297	03/04/22	1516	QUADIENNT LEASING US	01202560300	20531	COOP POSTAGE METER	0.00	167.88
09000	16298	03/04/22	1660	REBECCA SOSALLA	01202800200	20580	PS TRAVEL EXPENSES	0.00	190.90

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16298	03/04/22	1660	REBECCA SOSALLA	01202800200	20580	PS TRAVEL EXPENSES	0.00	1,914.03
TOTAL CHECK								0.00	2,104.93
09000	16299	03/04/22	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	6.11
09000	16299	03/04/22	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	6.98
TOTAL CHECK								0.00	13.09
09000	16300	03/04/22	1442	SECURLY	01202520300	20900	COOP RENEWAL BRIDGE	0.00	980.00
09000	16301	03/04/22	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	7.11
09000	16301	03/04/22	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	7.95
TOTAL CHECK								0.00	15.06
09000	16302	03/04/22	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	6.10
09000	16302	03/04/22	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	6.98
TOTAL CHECK								0.00	13.08
09000	16303	03/18/22	1657	POWERSCHOOL GROUP L	01202580200	20320	PS ARLINGTON SUBSCR	0.00	15,102.00
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202520400	20610	SRS OFFICE SUPPLIES	0.00	33.14
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL EXPENSE	0.00	1,288.85
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580100	20650	ADMN GODADDY SOFTWA	0.00	83.51
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202320100	20610	ADMN SUPPLIES	0.00	54.74
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580400	20650	SRS JETBRAINS SOFTW	0.00	709.42
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580300	20650	COOP MAILCHIMP SOFT	0.00	50.15
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202250510	20640	NOC COURSERA	0.00	62.25
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580400	20650	SRS JETBRAINS SOFTW	0.00	70.32
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL EXPENSE	0.00	39.00
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202250620	20640	DEC PADDLE.NET	0.00	27.81
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202250620	20640	DEC FEDEX EXPENSE	0.00	460.45
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202800300	20580	COOP TRAVEL EXPENSE	0.00	30.71
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202800300	20580	COOP TRAVEL/FLIGHTS	0.00	778.50
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580200	20650	PS ZAPIER SOFTWARE	0.00	24.99
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202800200	20580	PS TRAVEL EXP/TRAIN	0.00	1,171.89
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580200	20650	PS GOOGLE SUITE	0.00	120.00
09000	EFT00167	03/04/22	1039	UNION BANK & TRUST	01202580200	20650	PS ASANA SOFTWARE	0.00	134.90
TOTAL CHECK								0.00	5,140.63
09000	EFT00169	03/18/22	1039	UNION BANK & TRUST	01202800200	20610	PS BANK FEE	0.00	34.00
TOTAL CASH ACCOUNT								0.00	171,231.24
TOTAL FUND								0.00	171,231.24
TOTAL REPORT								0.00	171,231.24

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ESU COORDINATING COUNCIL
Purchase Order STATUS REPORT

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SELECTION CRITERIA: encl'edgr.yr='22'

PURCHASE OR	ORG UNIT	ACCOUNT	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
22000003-01	01202520300	20900		1038 10/27/21	WORLD BOOK WB-NE-PS-COMBO WORLD BOO	0.00 0.00	29.14 .00	.00 29.14
22000009-01	01202800200	20580		1657 01/04/22	POWERSCHOOL GROUP LLC POWERSCHOOL UNIVERSITY, C	0.00 0.00	2,200.00 .00	.00 2,200.00
22000010-01	01202580200	20650		1397 03/15/22	JOURNEYED.COM INC. 1899842 MICROSOFT OFFICE	0.00 0.00	54.08 .00	.00 54.08
TOTAL REPORT						0.00 0.00	2,283.22 .00	.00 2,283.22

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 TIME: 10:52:38

ESU COORDINATING COUNCIL
 SUMMARY EXPENDITURE COMPARISON REPORT

PAGE NUMBER: 1
 EXPCOM31

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
TOTAL EXPENSE	27,857,844.00	2,755,950.54	25,101,893.46	9.89	22,481,952.00	8,690,884.16	13,791,067.84	38.66
TOTAL GENERAL FUND	27,857,844.00	2,755,950.54	25,101,893.46	9.89	22,481,952.00	8,690,884.16	13,791,067.84	38.66
TOTAL REPORT	27,857,844.00	2,755,950.54	25,101,893.46	9.89	22,481,952.00	8,690,884.16	13,791,067.84	38.66

SUNGARD PENTAMATION, INC.
DATE: 03/31/2022
TIME: 12:58:39

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

PAGE NUMBER: 1
MODULE: mrvlrv

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
02/11/2022	COOP001947	BRIDGEPORT	BRIDGEPORT PUBLIC	1,000.00	.00	.00	.00	.00	1,000.00
10/12/2021	CRIS000717	LOURDESCEN	LOURDES CENTRAL CA	100.00	.00	.00	.00	.00	100.00
02/24/2022	GRNT000034	NDE	NEBRASKA DEPT OF E	300,000.00	.00	.00	.00	.00	300,000.00
10/13/2021	PDO0000930	UNCSN	UNCSN	20.00	.00	.00	.00	.00	20.00
03/29/2022	PS00000069	FULLERTON	FULLERTON PUBLIC S	3,000.00	.00	.00	.00	.00	3,000.00
12/21/2021	SRS0000352	ESU19	EDUCATIONAL SERVIC	5,500.00	.00	.00	.00	.00	5,500.00
07/09/2020	VNDR000041	NEARPOD	NEARPOD	47.70	.00	.00	.00	.00	47.70
10/26/2021	VNDR000090	BHPHOTO	B & H PHOTO VIDEO	240.35	.00	.00	.00	.00	240.35
TOTAL REPORT: 8				309,908.05	.00	.00	.00	.00	309,908.05

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:52:54

ESU COORDINATING COUNCIL
 SUMMARY REVENUE COMPARISON REPORT

PAGE NUMBER: 1
 REVCOM31

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/22

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL REVENUE	27,857,844.00	2,236,775.89	25,621,068.11	8.03	22,481,952.00	11,703,460.70	10,778,491.30	52.06
TOTAL GENERAL FUND	27,857,844.00	2,236,775.89	25,621,068.11	8.03	22,481,952.00	11,703,460.70	10,778,491.30	52.06
TOTAL REPORT	27,857,844.00	2,236,775.89	25,621,068.11	8.03	22,481,952.00	11,703,460.70	10,778,491.30	52.06

EFINANCE - POWERSCHOOL
DATE: 04/20/2022
TIME: 10:52:05

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
ACCOUNTING PERIOD: 7/22

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

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11410	INTEREST						
7 /22	03/31/22	19	BANKREC			223.78	RECONCILIATION INTEREST
TOTAL	INTEREST				.00	223.78	.00
TOTAL	ADMN INTEREST REVENUE				.00	223.78	.00

EFINANCE - POWERSCHOOL
DATE: 04/20/2022
TIME: 10:52:05

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951100 - ADMN REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
7 /22	03/14/22	19	66			2,059.00	RECEIVABLE-RC- 031422PQ
TOTAL	INVOICED REVENUE				.00	2,059.00	.00
TOTAL	ADMN REVENUE, ESU/SCHOOL				.00	2,059.00	.00

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:52:05

ESU COORDINATING COUNCIL
 REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 3
 AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
 ACCOUNTING PERIOD: 7/22

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				
	7 /22	03/07/22	19	63		1,011.00	RECEIVABLE-RC- 030722PQ
	7 /22	03/11/22	24			347.00	COOP SWANK/WB MCPHERSON
	7 /22	03/22/22	19	68		1,405.00	RECEIVABLE-RC- 032122PQ
TOTAL			INVOICED REVENUE		.00	2,763.00	.00
TOTAL			COOP REVENUE, ESU/SCHOOL		.00	2,763.00	.00

EFINANCE - POWERSCHOOL
DATE: 04/20/2022
TIME: 10:52:05

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951500 - PDO REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
7 /22	03/14/22	19	66			3,653.00	RECEIVABLE-RC- 031422PQ
TOTAL	INVOICED REVENUE				.00	3,653.00	.00
TOTAL	PDO REVENUE, ESU/SCHOOL				.00	3,653.00	.00

EFINANCE - POWERSCHOOL
DATE: 04/20/2022
TIME: 10:52:05

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
ACCOUNTING PERIOD: 7/22

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				
	7 /22	03/09/22	19	64		7,384.00	RECEIVABLE-RC- 030922PQ
	7 /22	03/18/22	19	67		6,912.00	RECEIVABLE-RC- 031622PQ
TOTAL			INVOICED REVENUE		.00	14,296.00	.00
TOTAL			PDO CRISIS REVENUE ESU/SC		.00	14,296.00	.00

EFINANCE - POWERSCHOOL
DATE: 04/20/2022
TIME: 10:52:05

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
ACCOUNTING PERIOD: 7/22

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951600 - BL IMAT REVENUE, ESU/SCHO

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
7 /22	03/14/22	19	66			5,700.00	RECEIVABLE-RC- 031422PQ
TOTAL	INVOICED REVENUE				.00	5,700.00	.00
TOTAL	BL IMAT REVENUE, ESU/SCHO				.00	5,700.00	.00

EFINANCE - POWERSCHOOL
 DATE: 04/20/2022
 TIME: 10:52:05

ESU COORDINATING COUNCIL
 REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 7
 AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.period='7'
 ACCOUNTING PERIOD: 7/22

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

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
7 /22	03/11/22	19	65			117.10	
7 /22	03/22/22	19	68			2,637.28	RECEIVABLE-RC- 031122PQ
TOTAL			INVOICED REVENUE		.00	2,754.38	RECEIVABLE-RC- 032122PQ
							.00
12400			ADMIN FEES				
7 /22	03/01/22	24				569.88	.00 COOP TROXELL COMM ADM FEE
7 /22	03/01/22	24				490.10	.00 COOP SCHOOL HEALTH
7 /22	03/09/22	24				426.88	.00 COOP SYSCO ADMIN FEE
7 /22	03/11/22	24				2,610.08	.00 COOP INTERLINE ADMIN FEE
7 /22	03/14/22	24				.94	.00 COOP PARTAC PEAT ADMN FEE
7 /22	03/18/22	24				12,957.50	.00 COOP SYSCO ADMIN FEE
7 /22	03/22/22	24				6,722.01	.00 COOP SCHOOL SPECIALTY
TOTAL			ADMIN FEES		.00	23,777.39	.00
TOTAL			COOP LOCAL SALES REVENUE		.00	26,531.77	.00
TOTAL			GENERAL FUND		.00	55,226.55	.00
TOTAL REPORT					.00	55,226.55	.00

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



Committee Report

PROJECT NAME: Digital Learning - Instructional Materials

PROJECT COORDINATOR: Rhonda Eis



REPORT PERIOD: May 2022

ESU PD Library

Collection Detail

- Ebooks - 232
- Audiobooks - 86
- Account balance \$2,925
- Request for new books - [Form Link](#)

Summary of 12 Month Usage (May 2021-April 2022)

54	208	16
Total unique users	Total checkouts	Total holds
 Ebook	86	4
 Audiobook	122	12

New Books - 2nd Semester

1. 180 Days of Self-Care for Busy Educators: (A 36-Week Plan)
2. Atlas of the Heart: Mapping Meaningful Connection and the Language of Human Experience (unabridged)
3. Atomic Habits: Tiny Changes, Remarkable Results: An Easy & Proven Way to Build Good Habits & Break Bad Ones
4. Compassionate School Practices: Fostering Children's Mental Health and Well-Being
5. Digital for Good: Raising Kids to Thrive in an Online World
6. EDrenaline Rush: Game-changing Student Engagement Inspired by Theme Parks, Mud Runs, and Escape Rooms
7. Educator Wellness: A Guide for Sustaining Physical, Mental, Emotional, and Social Well-Being

8. Explore Like a PIRATE: Engage, Enrich, and Elevate Your Learners with Gamification and Game-inspired Course Design
9. Social-Emotional Learning and the Brain: Strategies to Help Your Students Thrive
10. Teacher Burnout Turnaround: Strategies for Empowered Educators
11. The New Childhood: Raising Kids to Thrive in a Connected World (unabridged)
12. The Power of Regret: How Looking Backward Moves Us Forward (unabridged)
13. What Do You Say?: How to Talk with Kids to Build Motivation, Stress Tolerance, and a Happy Home (unabridged)
14. An Educator's Guide: How Small Acts of Kindness Really Can Change the World
15. Breaking Bold: Dare to Defy the Tyranny of Trends and Live the Relationship Habits of a Master Educator
16. Chart a New Course: A Guide to Teaching Essential Skills for Tomorrow's World
17. Equity by Design: Delivering on the Power and Promise of UDL
18. Essentials of Social Emotional Learning (SEL): The Complete Guide for Schools and Practitioners
19. Teaching in the Online Classroom: Surviving and Thriving in the New Normal
20. Transform Learning Through Technology: A Guide to the ISTE Standards for Coaches
21. Genius Hour: Passion Projects That Ignite Innovation and Student Inquiry
22. Things I Wish [...] Knew
23. Small Brave Moves: Learn Why Little Acts of Bravery Are the Key to Life-Changing Leadership
24. Making It: What Today's Kids Need for Tomorrow's World
25. Next Steps with Academic Conversations: New Ideas for Improving Learning Through Classroom Talk
26. The Price of Privilege: How Parental Pressure and Material Advantage Are Creating a Generation of Disconnected and Unhappy Kids
27. Things That Matter: Overcoming Distraction to Pursue a More Meaningful Life (unabridged)



Committee Report

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

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: April 2022

COMMITTEE REPORT: DIGITAL LEARNING COORDINATOR

Blended Learning/Personalized Professional Development Support

- Promoted **PD for Me** one-pagers via our social media outlets
- Several collaborative meetings with the blended learning workgroup
 - Designed, and co-facilitated the monthly Blended Learning meeting with Eileen Heller and Jody Bauer to discuss revisions to the work group's vision, mission, and purpose.
 - The workgroup will rebrand, expand its scope, and focus on creating content to share within TLT, all of PDO, and across our digital presence
- Continued conversations with Lori Broady, Mark Brady, Dawn Ferreyra, Katrina Gotschall, and Nick Ziegler regarding the TLT/SS SDA cadre's work with HQIM for SS in grades 4-8.
 - [Statewide Social Studies Inquiry Supports](#)
 - [Special Project Proposal](#) (Revised)
 - [John Hopkins Social Studies Summary Analysis](#)
 - **We have accepted 32 teachers to the project and know which locations each will be attending.**
 - **Two locations instead of three, Lincoln and Wayne.**
 - **Zoom spots for the 6/6-7/22 training are available. Here's the [promotional one-pager](#) for this event**
 - **ESU personnel are invited to join in a support and collaborator role**
 - Proposal accepted for the statewide Social Studies conference
 - Proposal accepted to the Admin Days conference
 - Lori, Mark, and I have been developing a presentation slide deck to share information about this effort.
 - Contracts for participants are out.

Collaborations

- Collaborated in planning for the 2022 Future Ready Conference.
 - Day one, John Spencer keynote, Day two, Brandon Mowinkel, and special guest presenter Elissa Malespina
 - All three have been contacted and will be upcoming guests on The Good Life EDU podcast
 - Took part in the April [Future Ready Conference meeting](#)
 - Gave feedback and acquired two videos to promote the Future Ready Conference across our social media channels
 - [Promo Video 1](#)
 - [Promo Video 2](#)
 - Sought out FR Nebraska conference proposals from various in and out of state educators.
 - Finalized the session schedule for the June conference.
 - Promoted the conference via social media and email.
 - Ongoing collaboration with Dorann Avey to discuss the Future Ready Council, the conference, and additional opportunities for upcoming collaboration and advocacy.
- Collaborated with the NDE SEED Team on recording parts 2-4 of a 5-Part Podcast series showcasing the NTPPS work.
- Eileen Heller, Otis Pierce, and Jason Everett are all involved in professional learning as a part of our second ISTE+GM cohort on Artificial Intelligence in Education.
- Visited Troy Glock at Gifford Farms and later recorded a podcast on Gifford Farms that will air in May.

NVIS Efforts: Distance Learning and VFT

- Progress on the NVIS update continues as Scott Isaacson and I have held a series of meetings regarding the design of the...
 - NVIS Home Page and Log-in Page
 - New Graphics such as...
 - [NVIS Welcome Banner for the Main Page](#)
 - [NVIS Banner](#)
 - [Account Log-in](#)
 - [Upcoming Events](#)
 - [Onboarding Resources](#)
 - [Background for Log-in Page](#)
 - VFT Main Page
 - VFT Experience Pages
 - VFT Provider Pages
- Conversations with Annie Mumgaard of Morrill Hall have begun to move us closer to recording “How to Host a VFT” videos on the updated NVIS site.
- Distance Learning courses were up in the 2020-2021 school year.
 - 16.8% increase in the number of districts participating.
 - 8.3% increase in courses offered.
 - DEU dollars dropped from \$964.91 (19-20) to \$844.28 (20-21)

Professional Development

- Attended spring NETA conference

Professional Development Presentations

- Presented on wellness strategies at NETA
- Presented on branding and marketing strategies at NETA
- Presented on personalized learning at NETA

Promotional Work

- Shared 3 #WhatInspirESU Quote Graphics
- Created 5 The Good Life EDU Podcast video promo pieces
- Created 2 new #SocialPD Stores
 - [Make Learning Relevant](#) by Eileen Barks, ESU 2
 - [Generational Awareness](#) by Otis Pierce, ESU 7
- Promoted individual PD for Me stories across Facebook, Twitter, and IG
- Created four episodes of [The Good Life EDU](#) podcast.
 - Shows:
 - [Personalized Professional Learning, Engagement, and Games in EDU](#), Alison Smith and Mellissa Donohoe
 - [The NDE SEED Team on Teacher Retention and Recruitment](#), Julie Downing and Kim Snyder
 - [The NDE SEED Team on the Educator Effectiveness Lens and Cognitive Coaching](#), Julie Downing, Kellen Conroy, and Brooke Kavan
 - **Pushing 13,000 total downloads**
- Invested in Twitter promotional efforts.
 - Twitter Followers
 - April 1295 (+1) Reach: 8.9K
 - March 1294 (+10) Reach: 17.9K
 - February 1284 (+12) Reach: 23.4K
 - January 1272 (+14) Reach: 31.2K
 - 2022**
 - December: 1258 (+8) Reach: 6,737
 - November: 1250 (+14)
 - October: 1236 (+41)
 - September: 1195 (+71)
 - August: 1124 (+17)
 - July: 1107 (+34)
 - June: 1083 (+12)
 - May: 1071 (+70)
 - April: 1001 (+64) *Broke 1000 followers
 - March: 937 (+82)
 - February: 855 (+82)
 - January: 773 (+83)

2021

- December: 690 (+67)

- Invested in Facebook promotional efforts.

- o Page Likes/Followers

- April 512 (+6)
 - March 506 (+3)
 - February 503 (+10)
 - January 493 (+4)

- 2022**

- December: 489 (+36)
 - November: 453 (+43)
 - October: 410 (+15)
 - September: 395 (+4)
 - August: 391 (+13)
 - July: 378 (+18)
 - June: 360 (+3)
 - May: 357 (+8)
 - April: 349 (+33)
 - March: 316 (+52)
 - February: 264 (+30)
 - January: 234 (+40)

- 2021**

- December: 194 (+7)

Information Services Committee Meeting
Tuesday, May 3, 2022 8:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll call
Committee Chair

3. Agenda Item
Committee Chair

3.1. GEER Fund Update
Technology Director

3.2. Future Ready Digital Learning Collaborative (FRDLC)
Technology Director

3.3. CyberSecurity
Boell/Needham

3.3.1. NOC Meeting Notes
Committee Chair

3.3.2. NOC Meeting Notes
Committee Chair

3.4. Hanover Research Discussion
Committee Chair

3.5. SIMPL Report
Nate McClenahan

3.6. Staff Reports
Committee Chair

3.6.1. Scott Isaacson
Scott Isaacson

3.6.2. Andrew Easton
Andrew Easton

3.6.3. Rhonda Eis
Rhonda Eis

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

Scott Isaacson Staff Report

May, 2022

GEER / FRDLC / Software Innovation Network

The previously proposed projects to improve broadband infrastructure and access, as well as software and services to improve cyber security are awaiting funding from a combination of funding sources. If funding can be secured, these could begin and move forward this summer and beyond.

Data Privacy and Security Specialist

Andy Boell and Gary Needham have put extensive thought and effort into developing a plan for providing security specialist help statewide. Andy will present on this at today's full board meeting. The NOC affiliate met in April and voted to endorse the creation of a statewide cyber security coordinator position and a NOC subcommittee on cyber security to steer the position description and work of this person.

SRS

Rita and Trevor have created presentations and help videos regarding SRS ADVISER reporting in preparation for ADVISER work days beginning later this month. We have signed a consulting contract to review the SRS database and recommend optimizations as well as a path forward to rewriting the software. The team is working on a companion to SRS with support for 504 plan documentation, to be previewed in June and released this summer.

Project PARA

The new project PARA web site is active at <https://para.myesu.org>. This is currently set to handle new registrations for para educator training. Behind the front site is a Canvas course which will provide a new training environment. Together, these applications provide a better user experience for those using the system for training as well as improved data and tracking capabilities of the usage and progress in the system over time. Our project manager, Trevor Paschall, and software developer, Ryan Mueller, continue to monitor and respond to feedback on the operation of the site. Current users in the existing system will continue to use it until this summer (2022), when all users will begin using the new system.

NVIS

Andrew Easton and I meet regularly to review the development version of the site and inform changes. I have opened discussion with NDE's Dorann Avey and Christine Struebing (new E-Rate Coordinator and Infrastructure Specialist) on ways that course and enrollment data can be automatically populated to reduce workload and duplicate entry for school staff.

Educational Service Unit Coordinating Council
Information Services Committee Meeting
Tuesday, May 3, 2022, 8:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/27/22

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.

Call to order 8:00 AM.

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

2. Roll call

3. Agenda Item

3.1. GEER Fund Update

The Technology Director gave updates on Geer and FRDLC. They are working on another request for some of these funds. He has submitted a proposal centered around broadband and

internet connectivity (approximately \$6.5 million of GEERS and Software Innovation funding). Reimbursement for Eduroam and Zoom are a part of the request.

3.2. Future Ready Digital Learning Collaborative (FRDLC)

If the contract and MOU are agreeable, then...

GO to me means that we would preflight our invoices with Jen Utemark to have an expectation of payment and resolve any questions before we would pay out the funds ourselves. The categories of these projects are:

1. Pass-through to the University, Network Nebraska,
2. Short software development work on the SSO framework (X-Eqt or Aviture) and broadband speed test agent (ESU 10). We will own the source code for these projects.
3. Reimbursements for schools and ESUs for their eligible expenses on eduroam installations, Zoom licenses, and other broadband-related items during the period 3/13/2020 - 9/30/2022. Lots to talk about with these. We will need to establish a deadline that works with Deb and Priscilla to be able to process checks before the federal deadline.

GEER I Funds Expenditures through 09/30/2022

Item	Cost
Network Nebraska DDoS mitigation appliances - Network-Integrated Security Solutions for deployed Broadband systems piloted in 2021	\$1,701,315
eduroam year 2 membership - Secure, world-wide roaming access service developed for the international research and education community. Pilot project started in 2021.	\$ 66,000
eduroam reimbursement for RADIUS configuration and technical services - Reimbursement for purchased broadband equipment for inclusion in 2021 eduroam broadband project	\$1,520,000
Broadband automated speed test agent software development - Software placed on purchased devices which collects speed data for broadband pilot projects	\$ 250,000
TV White Space wireless internet project (estimate) - Broadband project using "White Space" radio frequencies to enable low cost internet access via renewable powered base stations.	\$ 50,000
Emergency Zoom license reimbursements for K-12 (3/13/2020-6/30/2022) - Reimbursements for software purchased for schools to provide access to broadband/Internet connections for the purpose of learning outside the classroom.	\$ 301,123
Nebraska Cloud single sign-on enhancement for broadband access - User authentication which permits a user to use one set of login credentials when accessing broadband services	\$ 175,000
Network Nebraska backbone upgrade to every K-12 entity - Updates to the backbone or core network which interconnects networks over a wide area, which better enables the exchange of information between different LANs or subnetworks .	\$ 699,642
Total	\$4,763,080

3.3. CyberSecurity

The Committee discussed cybersecurity and the presentation that will happen with the full Board.

3.3.1. NOC Meeting Notes

To support the idea of funding a state-level cybersecurity coordinator at the ESUCC with NOC providing significant input into the job description.

Motion: Brandon Cone

Second: Dan Ellsworth

Approval: Passed

- **ESU 1 - Yes**
- **ESU 2 - Yes**
- **ESU 3 - Yes**
- **ESU 4 - Yes**
- **ESU 5 - Yes**
- **ESU 6 - absent**
- **ESU 7 - Yes**
- **ESU 8 - No**
- **ESU 9 - Yes**
- **ESU 10 - Yes**
- **ESU 11 - Yes**
- **ESU 13 - Yes**
- **ESU 15 - Yes**
- **ESU 16 - Yes**
- **ESU 17 - Yes**
- **ESU 18 - Abstain**
- **ESU 19- Yes**

Create a NOC subcommittee on Cybersecurity

Motion: Gary Needham
Second: Andrew Contreras

Approval: Passed

- **ESU 1 - Yes**
- **ESU 2 - Yes**
- **ESU 3 - Yes**
- **ESU 4 - Yes**
- **ESU 5 - Yes**
- **ESU 6 - absent**
- **ESU 7 - Yes**
- **ESU 8 - Yes**
- **ESU 9 - Yes**
- **ESU 10 - Yes**
- **ESU 11 - Yes**
- **ESU 13 - Yes**
- **ESU 15 - Yes**
- **ESU 16 - Yes**
- **ESU 17 - Yes**
- **ESU 18 - Yes**
- **ESU 19- Yes**

Security Subcommittee Initial Membership: Dan Ellsworth, Andy Boell, Andrew Contreras, Shawn Hammons, Seth Ristow, Cody Ernesti, Scott Jones, Devin McIntyre

3.4. Hanover Research Discussion

Continue to discuss. Kraig Lofquist will send a Doodle Poll.

3.5. SIMPL Report

There are a few new features to the service matrix allowing for better management and vision into the

results of that report. The report is found by clicking reports on the main menu and from there selecting an ESU. This allows the link to the service matrix on that page to become active. The matrix shows links to each service should maintenance need to be done, and counts the school's planned and accessing each service. The service listing also now follows the master service catalog numbering scheme. Work is also being done to allow for easier alignment to services for the master catalog of services to AQuESTT tenets and then subsequently flow down to individual ESU service offerings. The goal for this is to take even more steps to improve consistency across the state in our service offerings.

Nate

Nate gave an update on SIMPL.

3.6. Staff Reports

3.6.1. Scott Isaacson

The Technology Director gave updates of his report.

3.6.2. Andrew Easton

The Digital Learning Coordinator report is attached.

3.6.3. Rhonda Eis

Project coordinator gave updates on her report.

4. Next Meeting Agenda Items

5. Adjournment

The meeting adjourned at 8:51 AM

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

Key Take-Aways & Next Steps

Alison's Top 5 Take-Aways and Critical Next Steps with HQIM& PL w/ CCSSO Core Team

1

Data Informed Decisions: Roughly 60-70% of Nebraska Districts have used ESSER funds to purchase HQIM! So, districts have HQIM being delivered to their districts to start off next school year! How are we planning to ensure successful implementation, regardless if this is the work that we have done in the past? What are we going to stop doing that isn't making a difference?

2

Process: Adoption of HQIM is not enough! The depth & quality of implementation is what actually moves the needle. The PL must address the right information, in the right ways, so that educators feel prepared to skillfully use and adapt their HQIM to meet their specific student's needs. IT IS HARD, HARD WORK!

3

Mindset Shift in PL: General Professional Learning with isolated strategies, disconnected from high-quality materials that teachers are utilizing, is generally ineffective. Teachers don't, can't make the connection to their materials and/or curricula. Principals aren't seeing the application in the classroom.

4

Collaborative Effort: The Nebraska Department of Education Teaching and Learning Department desires a strong, supportive, collaborative partnership with ESU's in what our needs are in implementing this work. What are the needs of ESU's and districts to continue to support this work at the initial phase to implementation in all districts?

5

Mindset Shift in Education Practices & in Teacher Preparation & New-Teacher & Principal Support: 95% teachers in U.S. behave as DJ's..bring materials together as playlists for their day..Result is totally dependent on the DJ'ing skillset! We must shift the thinking and narrative of "I have to be the author of my script/playlist to "How do I implement HQIM really well and spend my energy on supporting all students with HQIM rather than creating a hopeful,mediocre playlist?"

1

Data Informed Result: Strong communication and intentional PL planning for implementation with administration and educators! Ex. Leadership walk-through support w/ feedback tool & scheduled bi-weekly/ monthly teacher coaching. Use of coaching & principal walk-throughs to develop intentional implementation support! for entire year! This is a non-negotiable for PL support!

2

Process Result: All of our districts have adopted a HQIM in some core content. A common challenge with implementation is educators are finding it difficult for kids to do the work at the level of rigor the materials are demanding. Therefore, teachers naturally start to supplement with their own materials to scaffold, resulting in teaching lower- grade-level standards. Result is: HQIM "in name only" and teachers end up creating a "potpourri" of materials, breaking all coherence of learning . ALL STUDENTS must engage in the core Tier 1 time and supporting Tiers II, III within the HQ materials is critical. We can't leave it to the teachers to figure it out!

3

Mindset Shift in PL Result: Permission to push thinking around shifting from "strategy focused" to "materials focused training" & to stop doing what doesn't make direct difference for kids! Evidence of growth in teacher's craft is when implementation of materials & high-quality instructional shifts is directly connected to HQIM; building on lesson internalization, setting expectations of use, diving into lesson components and what instructional shifts are behind them, etc. Leadership focus: Are we providing what district's know they need or think they need?

4

Collaborative Effort Result: Identifying what the process from initial phase (working with vendors) to implementation at every role (leadership to teachers) is crucial! However, we know capacity is concern! How can we utilize expertise to provide support to all ESU's and districts? How do we message this with other district initiatives/priorities? (Strengthening the core/Tier 1 with MTSS, Leadership support and development with Math Acceleration Project, Content Cadres, SDA/PDO trainings, etc.)

5

Mindset Shift in Education Practices & in Teacher Preparation & New-Teacher & Principal Support Result: Continued focus on being hyper-intentional with our New Teacher Academy & coaching with support around HQIM, at every touch point and PL opportunity! Principal cadre/coaching- ensuring the importance of HQIM & leveraging that for recruitment of teachers.

Educational Resources Committee Meeting
Tuesday, May 3, 2022 9:00 AM
ESU 10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. UNL Grand Challenge of Science and Technology Literacy Letter of Collaboration
Mark Griep

3.2. Special Populations
Committee Chair

3.2.1. NDE Special Education Update
Amy Rhone

3.2.2. ESPD Report
Ruth Miller

3.2.3. Mental Health and Wellness
Committee Chair

3.2.3.1. NDE Mental Health Grant
Committee Chair

3.2.4. ESSER - Preschool Program
Committee Chair

3.2.5. SRS Staff Report

3.3. PDO (Professional Development Organization)
Committee Chair

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

3.3.2. PDO Workgroups Rule 84 Updates
Committee Chair

3.3.3. SDA Report
SDA Affiliate Chair

3.3.4. TLT Special Project and Social Studies Cadre
Hicks and McKiver

3.3.5. PDO Meetings
Committee Chair

3.3.6. NDE Updates
Russ Masco

3.3.7. Monthly Talking Points
Executive Director

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

NDE Mental Health Grant Scope of Work

EXPECTATIONS:

1. ESU will send at least one staff member to the School Mental Health Institute to become a trainer of the Comprehensive School-Based Mental Health Program Curriculum
2. ESU will plan for and host a School Mental Health Institute each project year for at least 2 schools/districts in their service area
3. ESU will recruit schools/districts in their service area to attend these Institutes
4. ESU will provide ongoing Technical Assistance to schools/districts participating in the School Mental Health Institutes
5. ESU will participate in data collection related to the grant

DELIVERABLES:

1. At least one ESU staff member will participate in the virtual 3-day School Mental Health Institute, in its entirety, to become a trainer of the Comprehensive School-Based Mental Health Program Curriculum. This Institute is scheduled for September 28-30, 2021, from 8am-3pm Central Time.
2. Designated ESU staff member(s) will attend all scheduled Technical Assistance meetings with the State School Mental Health Team, school districts and/or Mid-America Mental Health Technology and Transfer Center (MHTTC). Dates and time for these meetings are to be determined, and should last approximately one hour.
3. Collect and report the data to the Project Evaluation Team. Data will be reported to the Project Evaluation Team at the conclusion of each School Mental Health Institute attended or hosted, and as requested.
4. By March 1, 2022, ESU will complete the SHAPE System Assessment and share results with the NDE School Mental Health Team
5. By March 1, 2022, ESU will submit a plan to host a School Mental Health Institute to the State Mental Health Team. The plan will include:
 - a. How many schools/districts will be invited to attend the Institute
 - b. The ESUs' plan for recruiting schools/district to attend the Institute
 - c. The proposed dates for the Institute
 - d. ESUs plan for providing ongoing Technical Assistance to schools/districts that participate in the Institute
6. By July 31, 2022, ESU will host a School Mental Health Institute for at least 2 districts/schools in their service area
7. Provide ongoing Technical Assistance to schools/districts participating in the School Mental Health Institutes

Financial Support for ESUs

The NDE will provide financial support to ESUs to support this work in the following manner:

- Attend School Mental Health Institute hosted by the NDE and MHTTC - \$5,000 to be paid after attending the Institute in its entirety
- Attend all Technical Assistance calls hosted by the NDE and MHTTC - \$5,000 to be paid after completion of all Technical Assistance calls
- Create and submit to the NDE School Mental Health Team a plan for how and when ESU will host its own School Mental Health Institute - \$45,000 to be paid after submission of plan
- Host School Mental Health Institute for at least 2 school districts/buildings within service area - \$45,000 to be paid upon completion of Institute
 - ESU will be paid \$12,000 for each district/school that completes Institute

Financial Support for School Districts

The NDE will also provide financial support on a one-time basis to districts/schools who participate in an ESU hosted School Mental Health Institute. After completion of an ESU hosted School Mental Health Institute, the ESU will submit to the NDE School Mental Health Team the Action Plans and Budgets created by each district/school. The NDE will allocate funds needed for district/school to the ESU upon receipt of these documents. The ESU will then distribute these funds to the identified district/school.

The district/school participating in the School Mental Health Institute may choose up to 2 areas of financial support from the list provided below. Areas chosen must correspond with goals selected from the school/district’s Action Plan.

Stipends for school staff to attend training – to be paid after completion of School Mental Health Institute	\$150 per staff person on the team
Stipends for school staff to attend monthly Technical Assistance (TA) Meetings – to be paid after completion of all TA Meetings	\$150 per staff person to attend all TA Meetings
Universal Screener for students	Limited to \$5 per student that will be screened
Telehealth equipment	up to \$2,000
Evidence Based Curriculum to help support the work	up to \$10,000
FTE/contract position for Mental Health Therapist	up to \$30,000
Tier 2 interventions- small group intervention	up to \$10,000 for staff time
Development of Calm Corners	up to \$6,000

Expectations for Districts that participate in School Mental Health Institutes

Below are a set of expectations for each school district that participates in a School Mental Health Institute.

The purpose of all activities or services is to:

- Enhance the Local Education Agency's (LEA) ability to identify and immediately respond to the mental health needs of students
- Increase the continuum of school-based and community-based mental health services available to students at the LEA Site.

The District will achieve these purposes by:

1. Establishing a School Mental Health Team consisting of 3-7 members
 - a. At least 1 must be an administrator; other potential team members include school counselor, school social worker, school psychologist, teacher, school nurse and/or parent or family member
2. School Mental Health Team attending a School Mental Health Institute hosted by ESU. During this 3-day Institute, participants will learn how to develop a Comprehensive School-Based Mental Health Program, utilizing modules co-developed by the [Mental Health Technology Transfer Center](#) and the [National Center for School Mental Health](#);
3. Developing an Action Plan for creating a Comprehensive School-Based Mental Health Program at school/district and implement Action Plan throughout the upcoming school year
4. Maintaining the School Mental Health Team, which continues to meet on a regular basis to plan and implement the necessary infrastructure to achieve the goals established in the Site's Action Plan.
5. The School Mental Health Team participating in regularly scheduled Technical Assistance meetings with the ESU
6. Participating in data collection related to the grant, as requested by the Project Evaluation Team
7. Participating in site-specific technical assistance provided by the Project Evaluation Team, tailored to the types of questions the LEA Site seeks to answer through evaluation data.
8. Working collaboratively with the State Mental Health Team, local Educational Service Unit (ESU), University of Nebraska Public Policy Center and key project partners to coordinate the project's implementation.
9. Submitting a **Sustainability Plan** to maintain the LEA Site's Comprehensive School-Based Mental Health Program.

May 2, 2022

Friends and colleagues:

As an ESU admin, I had the opportunity to attend a [CCSSO convening](#) around HQIM last week in Washington DC (full days April 26 & 27). I was thrilled to have the opportunity to attend because I have been curious about Nebraska's involvement in this initiative for a few years, but felt I had only peripheral knowledge of the state's commitments and intentions for this effort. I wanted to share out an important resource that is a recent [CCSSO learning brief on PL](#) (professional learning). I am sharing this first and foremost because I feel the national work has some recognizable implications for us to contemplate in the realm of service determination and delivery for PD, our number one core service.

To (attempt to) concisely summarize what my individual/subjective takeaways were from this event:

- The event helped develop my understanding and knowledge of the state's intentions in this work and where some tangible opportunities may exist for ESU engagement as supportive of both NDE and our local districts. It made me think that knowledge enhances the potential for genuine partnerships in this space.
- NDE is part of a 12 state collaborative through CCSSO which has major philanthropic funders to support this effort, substantial and nationally regarded researchers and consultative experts.
- The work proceeds from equity commitments of these states designed to close achievement gaps across traditionally identified subgroups.
- The work is consistent with the federal accountability ESSA commitments and US DOE work impacting and informing educational policy at the state and national levels.
- Broadly stated, the HQIM effort focuses on working to ensure (because [materials matter](#)) the texts used in classrooms are of sufficient grade level rigor and aligned to state and national standards. [The effort is an intent to systematize selection](#)

criteria while also respecting local control (which we can acknowledge is a difficult balancing act). Research has demonstrated that students too frequently receive content (sometimes constituting a significant portion of the instructional day) that may actually be below grade level or not clearly aligned to standards. Rather than helping, this perpetuates disparities in student achievement.

- As Nebraska is a local control state, even the NDE as a regulatory agency has limited levers to enact in order to advance this work.
 - One of the tools NDE has used to push this initiative and attempt to ensure HQIM relates to ESSER expenditure approvals from NDE. If districts wanted to expend those resources on instructional materials then they found requests (generally) needed to meet that criteria.
- Realization: we are at an unprecedented moment with a heretofore unwitnessed level of federal dollars infused state level and channeled to districts, who have leaped at the opportunity to acquire texts/materials. Many Nebraska districts within the last year have acquired new core content texts and revised core curricula.
- The near term challenges around this are that the launch of these materials requires technical support and consultative expertise that is text-specific or text-dependent rather than “text-agnostic” or more generalized. While some of these specific needs may initially be met through publishers/vendors for rollout, NDE is aware that sustained success in the implementation of rigorous content necessitates the supportive involvement and enlisting the PD capacity of Nebraska’s ESUs.
- Some of the challenges (and opportunities) I see in the current moment:
 - Navigating the tension points around state agency level determination of what constitutes HQIM versus a service model from ESUs that is driven directly by member school districts’ requests in a long-standing local control culture.
 - Questions about: How much text-specific / publisher-dependent knowledge base is possible, desirable, necessary? Figuring out how ESU personnel might be able to acquire more specific and embedded knowledge of publisher materials in order to assist in districts’ implementation of these texts. Can we do more in terms of building up ESU PD personnel to provide the level of technical support and

re-envisioned consultative assistance around successful implementation of these materials? How are districts already seeking this and what do we foresee?

- How can ESUs find balance between commonly / consistently requested generalized PD and (anticipated) requests for more specific assistance on HQIM?
- Avoiding possibly foreseeable negative circumstances of a school district being “HQIM ‘in name only’” if materials are adopted but are not effectively implemented through lots of ongoing PD support for teachers.
- Throughout these meetings, I consistently heard that NDE values the ESUs as partners and wants to figure out the best partnership pathways for navigating that in order to streamline/optimize support to schools to improve student learning.

SRS Staff Report

May, 2022

Overall Operations

The SRS software is running well and users are having a good experience. Rita McKinney is keeping the unanswered help requests at effectively zero. Rita and Trevor have produced presentations and videos to help with the ADVISER reporting needs for the June end-of-year reporting.

504 Plan Support

504 software development work continues. We plan to have the system available for review and testing during June, 2022 and to make it available for users during the summer.

Updates and Revisions

We have entered into a contract for consulting services to update the SRS database and estimate work needed in the software code. This work will be done during May and June, 2022. An optimized database will provide faster performance and support additional data reporting and tracking capabilities. A new software framework and streamlined code will speed up our ability to develop future enhancements, perform maintenance and improve usability of the software on a wider variety of devices (computers, tablets, phones and more) and screen dimensions and resolutions. This work is extensive and will need to take place in parallel with maintaining the existing software. Contracted database and software development services will be needed to accomplish this work, with an initial estimated completion in summer, 2023.

Educational Service Unit Coordinating Council
Educational Resources Committee Meeting
Tuesday, May 3, 2022, 9:00 AM
ESU 10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/27/22

Attendance Taken at 9:00 AM.

Gregg Robke (ESU 04):	Present
Corey Dahl (ESU 08):	Present
Greg Barnes (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Present
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Sarah Salem (ESU 18):	Absent
Fateama Fulmore (ESU 19):	Absent

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.

Call to order at 9:00 AM

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

2. Roll Call

3. Agenda Item

3.1. UNL Grand Challenge of Science and Technology Literacy Letter of Collaboration

Dear Kraig Lofquist,

I'm working with a group of UNL personnel who are writing a proposal to work on the Grand Challenge of Science and Technology Literacy. Over the past few months, we've decided that our focus will be on reaching all Nebraskans. While considering how to do that, we thought that Nebraska's Education Service Units would be a very good partner for us. One thing we discussed is for us to hire a STEM Liaison at each ESU who will gather info about local community needs to send to us and to disseminate STEM materials to those communities in ways that are respectful of each community.

Here's our opening paragraph

"Surrounding Nebraskans with Science" is our slogan to express the magnificence of our vision. We propose to simultaneously transform science literacy in Nebraska and science communication at UNL. Furthermore, we will align the two to the maximum extent possible and in ways that are sustainable after the GC grant has ended.

Would it be appropriate for me to ask you to write a short letter of collaboration saying that ESUCC will help us negotiate this arrangement?

Sincerely,

Mark Griep

Professor

University of Nebraska-Lincoln

Chemistry

HAH 736, UNL, 68588-0304

402-472-3429

Mark Griep was present to ask ESUCC for a letter of support for the UNL Grand Challenge of Science and Technology Literacy Letter. Refer work to Science Cadre.

3.2. Special Populations

3.2.1. NDE Special Education Update

Not present.

3.2.2. ESPD Report

SPED Directors are working on Maintenance of Effort. They will be working with GET SET

NE, finding special education directors to fill positions. Three main area of grant are mentoring, training mentors and supporting administrators and special education.

3.2.3. Mental Health and Wellness

3.2.3.1. NDE Mental Health Grant

The FAQ document will be forthcoming.

1. Is the \$100K per ESU for holding the Institute a three-year annual amount or one time amount? The \$100,000 for ESUs is available for 3 years if the ESU continues to participate in the project. Contract periods will run from September 2021-2022; September 2022-2023; and September 2023-2024
2. Is there enough funding if ALL districts select the \$30K LMHP contract and \$10K Teir 2 supports once the Institute is complete and those items are identified in the Action Plan? Yes
3. Once the above \$30K is requested for LMHP contracted services, can that be spread over a two-year term? Yes - if it is written into the schools Action Plan that the funds will be utilized over a 2 year period
4. LMHP contracted services can go through any agency - correct? Yes

3.2.4. ESSER - Preschool Program

Nothing new to report. Tabled by state board. It will be on the NDE agenda this month.

3.2.5. SRS Staff Report

Technology Director gave updates on SRS. Team continues to work through feedback. They continue to add fixes every two weeks. Rita McKinney is working on videos for reporting. Continue to work on 504 within the SRS systems. Consulting firm to look at the SRS and help to optimize the system and to help modernize the system.

3.3. PDO (Professional Development Organization)

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

The Committee reviewed reports from CCSSO meeting in Washington DC with 11 other states. John Skretta and Alison Smith attended the meeting.

3.3.2. PDO Workgroups Rule 84 Updates

No report

3.3.3. SDA Report

Report Attached.

3.3.4. TLT Special Project and Social Studies Cadre

Contracts have been sent out to teachers.

3.3.5. PDO Meetings

3.3.6. NDE Updates

Shirley Vargas shared TNTP working to share Learning Acceleration team. State Board meeting will be in North Platte. The Early Childhood grant will be on the agenda (December 2024). Would like to have a longer discussion on accountability.

3.3.7. Monthly Talking Points

4. Next Meeting Agenda Items

5. Adjournment

Meeting adjourned at 9:52 AM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

Coop Directors report to ESUCC Board
 submitted by: Craig Peterson
 May 4, 2022

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. 2022 ESUCC- Annual Buy
 - i. Annual Buy closed on April 8. Orders sent to vendors in the amount of \$2,347,286.95 This is up \$201,033.07 from 2021 totals.
 2021 - \$2,146,253.88
 2020 - \$2,389,178.36
 2019 - \$2,280,138.82
 2018 - \$2,282,359.68
 2017 - \$2,407,565.41
 - ii. The Annual Buy is hard to compare on volume versus sales compared to the previous year with so many factors for each item. It is our educated guess that volume is down this year and sales are up because of increased costs.
- c. **Year over Year Marketplace purchases to include both year-round, Paper, and Annual Buy's**

	January	February	March	April	YTD
2016	\$2,567.08	\$250,162.71	\$887,101.29	\$2,657,808.25	\$4,070,589.59
2017	\$7,445.64	\$232,445.70	\$812,113.22	\$2,450,067.97	\$3,863,795.56
2018	\$16,404.15	\$223,012.95	\$882,895.68	\$2,513,162.25	\$4,449,044.40
2019	\$19,241.18	\$373,428.57	\$858,433.70	\$2,439,624.59	\$4,470,323.01
2020	\$14,553.90	\$335,257.61	\$892,614.95	\$2,589,289.80	\$4,989,205.11
2021	\$20,623.11	\$290,377.74	\$843,338.67	\$2,352,787.50	\$3,507,127.02
2022	\$18,280.08	\$338,159.11	\$1,116,327.04	\$2,553,217.018	\$4,025,983.41

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. NetSupport Addendum
 - i. Addition of NetSupport DNA – a suite of tools to manage and support IT assets across a district network. Includes automatic discovery of devices; hardware and software inventory; change tracking and software license management. Includes energy monitoring; power management; USB endpoint security; printer monitoring; application and internet metering; alerting suite; and software distribution
- c. Home Depot Pro now dba HD Supply
 - i. This is an extension to the RFP posted in 2016 and extended for a 3-year period. The reason we are only Extending this for 12 months is to provide a contract bridge. I have had conversations with John Clark at HD Supply about responding to this year's AEPA solicitation for both MRO and Custodial Supplies. HD Supply purchased Home Depot Pro and is bringing the MRO to the table that matches up with Home Depot Pro's custodial Supplies. The current contract expires August 31, 2022 and an AEPA award wouldn't go into effect until March 1 2023, thus the need to extend for a minimum of 6 months.
- d. Imagine Learning
 - i. Edgenuity and Odysseyware has been purchased by Imagine Learning. A new Special Buy agreement would meld the Edgenuity, Odysseyware, and Imagine Learning products into one Special Buy agreement.
- e. Sadoff E-Recycling & Data Destruction
 - i. Sadoff is already under a Special Buy agreement, this would be essentially a renewal with an updated and current pricing structure.
- f. Really Good Stuff
 - i. Really Good Stuff is already under a Special Buy agreement, this would be essentially a renewal with an updated and current pricing structure.
- g. IXL
 - i. IXL is already under a Special Buy agreement, this would be essentially a renewal with an updated and current pricing structure.
- h. Nearpod/Flocabulary
 - i. Nearpod/Flocabulary has been purchased by Renaissance Learning and is already under a Special Buy agreement, this would be essentially a renewal with an updated and current pricing structure along and the contract with Renaissance Learning.
- i. JourneyEd
 - i. JourneyEd has been a long-time software licensing vendor and is already under a Special Buy agreement, this would be essentially a renewal with an updated and current pricing structure.
- j. Formative

- i. Formative transforms traditional lessons into data-informed, real-time assessments that enable educators to create powerful formative-learning opportunities with their students. Teachers can create formatives to quickly check for understanding and track student growth across standards. Teachers use Formative in class for learning facilitation, to save time, and to see student responses in real time. Departments/Schools/Districts use us to improve daily formative instruction, to collaborate, for PD, and for common assessments.
- ii. The following Schools are currently using Formative

OMAHA PUBLIC SCHOOLS
WESTSIDE COMMUNITY SCHOOLS
MILLARD PUBLIC SCHOOLS
COLUMBUS PUBLIC SCHOOLS
GRAND ISLAND PUBLIC SCHOOLS
LINCOLN PUBLIC SCHOOLS
STERLING PUBLIC SCHOOLS
LAUREL-CONCORD-COLERIDGE SCHOOL
HERSHEY PUBLIC SCHOOLS
PONCA PUBLIC SCHOOLS
OGALLALA PUBLIC SCHOOLS
ELKHORN PUBLIC SCHOOLS
EXETER-MILLIGAN PUBLIC SCHOOLS
UMO N HO N NATION PUBLIC SCHS
FREEMAN PUBLIC SCHOOLS
VALENTINE COMMUNITY SCHOOLS
SO SIOUX CITY COMMUNITY SCHS
SEWARD PUBLIC SCHOOLS
LEXINGTON PUBLIC SCHOOLS
HYANNIS AREA SCHOOLS
FULLERTON PUBLIC SCHOOLS
ST PAUL PUBLIC SCHOOLS

- k. Gumdrop Books
 - i. Gumdrop Books provides School Library solutions, Public Library Solutions, Classroom Solutions, ReadnQuiz, Opening day collections, exclusive provider of Fitzgerald Books, and Mitinet Library Services. They provide an extensive

selection of PreK to College Level Materials to include Spanish, Bilingual and World Languages, web-based eBooks and media enhanced titles that bridge text with technology. Materials that meet reading program needs: Lixile, F&P, Accelerated Reader, and Reading Counts.

- I. **Annual Renewals – currently collecting orders**
 - i. March 1 – May 15
 1. Swank Motion Pictures – Movie Licensing
 - a. 136 orders \$89,681 in orders to date
 2. World Book – Updated Encyclopedia, Rule 10
 - a. 75 orders \$71,675.44 in orders to date
 - ii. March 1 – June 1
 1. Infobase
 - a. Learn360
 - i. \$0.44 per student pricing tier (Lowest price has been locked in)
 - ii. 12 orders \$26,695.29 in orders to date (ESU 13 and ESU 18/LPS only ESUs to date that have placed an order).
 2. Other offerings include a number of online databases.
 - iii. March 1 – June 15
 1. Securly – Internet Filtering
 - a. 26 orders \$46,678.25 in orders to date
 - iv. March 1 – June 28
 1. Adobe VIP – Creative Suite
 - a. 67 orders \$45,425 in orders to date
- 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 24-27 Orlando, Florida**
 - i. Vendor Round tables – Each state had 15 minutes with each vendor to discuss sales and marketing for each contract.
 1. ESUCC staff visited with 45 vendors over 1 ½ days (675 minutes, 11.25 hours) discussing sales, marketing, and vendor information.
 - ii. **Meeting Highlights**
 1. Summary of Solicitations and Awards by Category 022.5

- a. Athletic Equipment and Supplies (No Awards made, will be rebid on 023 solicitation).
 - b. Industrial Arts and Career and Tech Supplies
 - i. Blick Art, Midwest Technology, and Pitsco Education where awarded
 - c. Institutional Kitchen Equipment
 - i. Hubert was awarded (This is a new category)
 - 2. Extension of solicitations 019.5 (Playground and Recreational Equipment)
 - 3. Extension of solicitations 021.5 (Disaster Recovery Remediation Services; E-Rate Consulting Services; Mobile/Cellular Connectivity Solutions)
 - 4. Extension of solicitations 021.75 (HVAC Systems)
 - 5. Discussion about exception in Terms & Conditions with Liability for CDW-G and amendment needed.
- iii. Solicitations for 023
 - 1. Maintenance, Repair and Operations
 - 2. Custodial Supplies and Equipment
 - 3. Office Supplies and Equipment
 - 4. School and Instructional Supplies
 - 5. Technology Buyback
 - 6. Audio Visual Integration
 - 7. Athletic Equipment and Supplies
- iv. MVP Awards
 - 1. Nebraska received an honorable mention in the Quality and Innovation award for a 78% increase in sales.
- v. Update of Governing Documents
 - 1. Bylaws – Open Meetings for Executive Committee added
 - 2. Procedures – add 5.1.12 section to add Engagement Committee
- vi. Summary of 2021 Sales Reports
 - 1. AEPA Total Sales (All Vendors) \$712,076,400.71
 - 2. ESUCC has 58 signed contracts with AEPA vendors
 - 3. ESUCC Total Sales (All Vendors January 1 – December 31, 2021) \$7,447,503.37 (\$117,331.02 in revenue)
 - 4. ESUCC Sales by year
 - a. 2021 - \$7,447,503.37
 - b. 2020 - \$4,180,171.03
 - c. 2019 - \$4,403,767.45
 - d. 2018 - \$2,871,349.94
 - e. 2017 - \$2,788,912.01
 - f. 2016 - \$4,475,183.62
 - g. 2015 - \$5,251,199.72
 - 5. AEPA all Vendor Sales by year

- a. 2021 - \$712,076,400.71 (Goal of \$619 Million by 2023 met 2 years in advance)
 - b. 2020 - \$606,964,156.43
 - c. 2019 - \$520,303,356
 - d. 2018 - \$461,233,534
 - e. 2017 - \$470,020,597
 - f. 2016 - \$471,937,671
 - g. 2015 - \$463,452,183
 - 6. Nebraska ranks 25th out of 29 states in Sales
 - 7. CDW-G ranks 1st out of 57 vendors in Sales with \$298,727,189
 - vii. Assessments to be paid to AEPA
 - 1. \$5,106.63
 - 2. Calculation (Yearly Sales * .00035) + \$2,500 Fixed Assessment
 - c. **Winter Meeting** – November 28-30, 2022 – Atlanta, GA
- 4. Marketing**
 - a. 11 Campaigns sent
- 5. Additional Information & Meetings**
 - i. Communications with the following vendors/organizations throughout the month: Home Depot Pro, Imagine Learning, AEPA Reporting Committee, Voss Lighting, Istation, ESU 3 Virgil Coleman, AEPA Website Committee
 - ii. Webinars:
 - 1. Istation
 - iii. Conference:
 - 1. HD Supply Expo
 - 2. NETA
 - 3. AEPA

April 2022

All Program- Contract Sales

2021-22 YTD Sales: \$15,663,537.58 (Jul-Mar, Q1 2022 not final)

2020-21 Sales: \$16,707,748.58 (Jul-Mar 2021)

- **-\$1,044m from 2020-21 (Jul-Mar)**
- **AEPA: -\$849k**
- **Special Buys: -\$597k**
- **Food Buy: +\$407k**
- **Custodial: -\$416k**
- **Annual Buy: +\$120k**
- **Paper Buy: +\$312k**

Food Program Sign Up Notices sent April 22, 2022

- **292 Invites Sent**
- **55 Responses to date**
 - **39 Participating**
 - **16 Not Participating**

Legal Committee Meeting
Tuesday, May 3, 2022 10:00 AM
ESU 10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Consent Agenda Items
Committee Chair

3.1. Coop Contracts
Committee Chair

3.1.1. Addendum to 2021-2024 Special Buy Agreement with NetSupport
Committee Chair

3.1.2. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August
Committee Chair

3.1.3. AEPA Extensions 019.5, 021.5, 21.75 and 018.5C
Committee Chair

3.1.4. Approve 2020 AEPA Contract with Melloy Brothers
Committee Chair

3.1.5. 2022.5 AEPA Contracts
Committee Chair

3.1.6. Contract extension with Home Depot Pro dba HD Supply
Committee Chair

3.1.7. Special Buy Agreement with Imagine Learning
Committee Chair

3.1.8. Special Buy Agreement with Sadoff E-Recycling & Data Destruction
Committee Chair

3.1.9. Extension with Really Good Stuff
Committee Chair

3.1.10. Special Buy Agreement with IXL Learning
Committee Chair

3.1.11. Special Buy Agreement with Nearpod/Flocabulary
Committee Chair

3.1.12. Special Buy Agreement with JourneyEd
Committee Chair

3.1.13. Special Buy Agreement with Formative
Committee Chair

3.1.14. Special Buy Agreement with Gumdrop Books
Committee Chair

3.1.15. CDW-G proposed contract amendment on a favorable review by ESUCC Legal.
Committee Chair

4. Agenda Item
Committee Chair

4.1. COOP
Committee Chair

4.1.1. Coop Strategic Plan
Committee Chair

4.1.2. Staff Written Reports
Committee Chair

4.1.2.1. Peterson Report
Committee Chair

4.1.2.2. Colleen Lentz (Data)

4.2. Legislative Updates
Committee Chair

4.2.1. Bromm's Updates
Curt and Jason Bromm

4.3. Policies and Procedures
Committee Chair

5. Next Meetings Agenda Items
Committee Chair

6. Adjournment
Committee Chair

James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Daniel K. Kaplan
Sara I. Tonges



Of Counsel
Thomas M. Haase
Rex R. Schultze

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MEMORANDUM

To: Dr. Dan Schnoes, ESU 3 Administrator
From: Perry Law Firm
Date: May 1, 2022
RE: School District Annual Policy Service Update

A. REQUIRED POLICY UPDATES

1. **Policy 1220 – Title IX Grievance Policy** – The grievance policy needed several clarifications and adjustments to comply with the current Title IX regulations, and Policy 1220 incorporates these technical changes. However, as the Biden Administration reviews current Title IX regulations, this Policy may need to be updated again next year.

2. **Policy 3132 – Internal Controls** – NDE has asked for additional policy provisions under federal monitoring and reporting requirements. This policy update will also be applicable for schools that are audited and/or monitored for use of ESSER funds.

3. **Policy 3540 – Bidding Construction Projects** – Neb. Rev. Stat. 73-106 generally requires the District to bid construction projects in excess of \$100,000. However, that amount is subject to adjustment by the State Board of Education. The State Board of Education has adjusted this amount to \$109,000, so Policy 3540 has been updated to reflect this change. The requirement to hire an engineer or architect has also been increased to projects in excess of \$118,000.

4. **Policy 4009 – Drug and Substance Abuse** – This policy reflects updates at the federal level for drug and substance abuse testing for employees.

5. **Policy 4133 – Substitute Teachers** – There were some timing issues with Boards approving local substitute teachers and when the District needed the substitute to begin teaching. This policy specifically authorizes the Superintendent to sign off on a local substitute permit.

6. **Policy 6600 – Special Education** – Over the past year, NDE has developed new special education guidance for district policies and procedures. You can access the majority of this guidance here: <https://cdn.education.ne.gov/wp-content/uploads/2017/09/Developing-Local-Policies-and-Procedures-Required-for-Implementation-of-Special-Education-Part-B-Regulations-in-Nebraskas-Public-Schools.pdf>. In response to this new guidance, we have updated Policy 6600.

7. **Policy 8343 – Agenda Construction and Control** – LB 83 requires persons wishing to address the Board of Education to state their name, address, and any organization they represent.

8. **Policy 8343 – Agenda Construction and Control & Policy 9340 – Minutes** – Beginning July 31st, LB 83 requires that Board agendas and meeting minutes be posted on the District’s website. Each agenda must be posted at least twenty-four hours before the meeting. Both the agendas and meeting minutes must remain on the District’s website for at least six months.

B. OTHER CONSIDERATIONS

1. **LB 644 / Property Tax Request Joint Hearing.** This summer, Districts will need to prepare for and review LB 644, and the new budget and tax request process and timelines. Of note, districts will need to sufficiently plan to ensure that they meet the new law’s very specific and condensed timeframe. Within the next week or so, we will be sending out a more detailed guidance on complying with LB 644.

2. **Juneteenth.** This session, LB 29 made Juneteenth (June 19th) a Nebraska State holiday. Although most policies (including 6117) are limited to holidays that occur during the school year, some school districts (either by contract, handbook, or business practice) offer paid holidays for employees on state or federal holidays. Districts should review their holiday pay practices to determine if Juneteenth needs to be added as an additional paid holiday.

3. **Seizure Safe Schools Act.** Last year, the Legislature enacted LB 639, which requires, among other things, that “at least one school employee at each school who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration.” This requirement becomes effective, beginning in 2022-2023 school year.

4. ***Mahanoy v. BL Case.*** Last summer, the United States Supreme Court issued its decision in the “Snapchat cheerleader case.” The case mainly focused on whether a cheerleader had a First Amendment right to post negative comments about the cheer coaches and school while off-school grounds and outside of school hours. The United States Supreme Court held that the school overstepped its authority by removing the student from the cheer squad in response to her Snaps. One key takeaway from this case is that schools need to review their activity handbooks, activity agreements, and so forth, to ensure that there are no prohibitions against “any” negative speech, comments, and the like. Overbroad and/or vague rules regarding student speech are now subject to higher scrutiny under the *Mahanoy* case.

5. Polling Place or Election Training. LB 843 requires that any political subdivision that receives state or federal funding must make their building available to the County Election Commissioner either as a polling place or for election training. Schools should be aware of this new requirement, if contacted by their Election Commissioner.

6. Holocaust and Financial Literacy Standards. LB 888 requires the State Board of Education to incorporate education on the Holocaust and financial literacy into the social studies standards. This does not necessarily require a policy update but is something to keep in mind as you review and update your curriculum.

7. Bond Timing Correction. LB 1165 fixed a timing dispute over the approval and issuance of voter-approved bonds. Districts who are interested in pursuing a bond election should consult with their bond counsel to confirm that LB 1165 would address any timing concerns with their bond election.

8. Student Attendance Policies. Several schools ran into problems with NDE over student attendance reporting and their Student Attendance Policy. This summer would be a good time to review your Student Attendance Policy and related handbook provisions to ensure that your policy matches current practice.

9. Temporary Memorials Policy. Recent guidance has led some to rethink their Temporary Memorials Policy. Typically, this Policy outlines how deceased staff and/or students will (or will not) be memorialized by the District. There is no requirement to have a Temporary Memorials Policy, but some Districts have adopted a policy for the sake of consistency. For those Districts interested in different policy options on this point, please let us know and we can send you different draft policies.

10. Release from Contract. Some Districts have a policy that allows a teacher or administrator to be released from their contract up to a certain date. The current teacher shortage has led some Districts to question their current practices. In advance of the 2022-2023 school year, this summer would be a good time to decide if your District needs to change its policy and/or practice related to releasing certificated employees from contracts by a certain date.

As always, please let us know if you have any questions or concerns.

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator ~~may file a formal complaint and begin the following complaint procedure is:~~

TITLE IX COORDINATOR CONTACT INFORMATION

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

5. _____

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic

understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations. Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District’s education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator’s burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a “preponderance of the evidence” standard. To meet the “preponderance of the evidence” standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) Conclusion of Investigation: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the ~~Decision-Maker~~Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the ~~Ffinal I~~investigative ~~R~~report at the same time as the Decision-Maker.

6. Actions Taken By ~~Decision-Maker~~Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker~~Decision-Maker~~ shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will -provide each party, and the ~~Decision-Maker~~Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker~~Decision-Maker~~ has received the answers to relevant questions submitted by the parties, the ~~Decision-Maker~~Decision-Maker shall consider the answers and the Decision-Maker~~Decision-Maker~~ shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient's code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and
- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable, and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

B. Response to a Formal Complaint

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

~~TITLE IX COORDINATOR CONTACT INFORMATION~~

~~{Coordinator Name}~~

~~{Address}~~

~~{City, State, Zip}~~

~~{Phone Number}~~

~~{Email Address}~~

~~The formal complaint must be signed by the complainantComplainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**~~

~~2. — Immediate Actions upon Receipt of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties: (a) the complaint procedure as outlined in this regulation; and (b) notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident.~~

~~The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.~~

~~3. — Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the District will notify the complainantComplainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainantComplainant from filing a criminal complaint either during or after the District's investigation.~~

~~The Investigator will aim to complete its investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.~~

~~(a) — Neutrality: The Title IX Coordinator, investigatorInvestigator, decision-makerDecision-Maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainantComplainants or respondentRespondents generally or an individual complainantComplainant or respondentRespondent. The District shall ensure that Title IX Coordinators, investigatorInvestigators, decision-makerDecision-Makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of~~

~~relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.~~

- ~~(b) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:~~
- ~~i. Providing the parties with the opportunity to present witnesses and provide evidence.~~
 - ~~ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.~~
 - ~~iii. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.~~
 - ~~iv. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)~~
- ~~(c) *Rights of the Parties:* The respondentRespondent is entitled to a presumption that the respondentRespondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.~~

~~The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.~~

~~The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.~~

~~The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.~~

~~The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.~~

~~Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.~~

~~The District retains the right to place an employee on administrative leave during the pendency of an investigation. The District also retains the right to remove a student from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent Respondent shall have the opportunity to challenge the decision for removal.~~

- ~~(d) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator Investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator Investigator will consider.~~

~~Once the investigator Investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator Investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator Investigator shall then submit the written investigation report to the decision-maker Decision-Maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker Decision-Maker.~~

~~4. *Decision of Responsibility:* The decision-maker Decision-Maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker Decision-Maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.~~

~~Once the decision-maker Decision-Maker has considered the written questions of the parties, if any, the decision-maker Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant Complainant, respondent Respondent, or witness. The decision-maker Decision-Maker shall provide the written determination to both parties simultaneously. The written determination must include:~~

- ~~(a) Identification of the allegations potentially constituting sexual harassment;~~
- ~~(b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;~~
- ~~(c) Findings of fact supporting the determination;~~
- ~~(d) Conclusions regarding the application of each recipient's code of conduct to the facts;~~
- ~~(e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant Complainant; and~~
- ~~(f) The recipient's procedures and permissible bases for the complainant Complainant and respondent Respondent to appeal.~~

~~The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.~~

~~5. Supportive Measures and Disciplinary Actions:~~

~~Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant Complainant or the respondent Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment to deter sexual harassment.~~

~~Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant Complainant or respondent Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.~~

~~At the conclusion of the investigation, the decision-maker Decision-Maker may institute disciplinary measures to the respondent Respondent if the decision-maker Decision-Maker determines that the respondent Respondent engaged in sexual abuse or harassment. Disciplinary~~

~~measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and in the case of an employee, disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the District from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant Complainant or respondent Respondent violated the student code of conduct.~~

~~The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.~~

~~C. — Appeals~~

~~If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker Decision-Maker, they may appeal on the following basis:~~

- ~~1. — Procedural irregularity that affected the outcome of the matter;~~
- ~~2. — New evidence, that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and~~
- ~~3. — The Title IX Coordinator, investigator Investigator, or decision-maker Decision-Maker had a conflict of interest or bias for or against the complainant Complainant or respondent Respondent generally or the individual complainant Complainant or respondent Respondent that affected the outcome of the matter.~~

~~The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.~~

~~Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.~~

~~The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.~~

~~The Superintendent of Schools shall review the investigative report, decision-maker Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.~~

~~D. — Informal Resolution~~

~~If a formal complaint is filed, the District may offer the complainant Complainant and respondent Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:~~

- ~~1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;~~
- ~~2. The parties' voluntary written consent to the informal resolution process; and~~
- ~~3. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.~~

~~**E. Record Keeping**~~

~~The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.~~

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business Operations

Internal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

(b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;

(c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

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C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

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G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

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Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time. Legal Reference: 2 C.F.R. § 200.334.

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Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars (\$109,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (\$118,000), as adjusted from time to time by Section 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

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2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
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5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (~~\$100~~118,000), as adjusted from time to time by Section 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the [Name] Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by [Name] Public Schools to answer employee questions about these materials are:

Superintendent of Schools
Secondary Principal

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b) (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
- (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
 - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test includes:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected: Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the [Name] Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant ~~theretoto~~ such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; ~~and~~ 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by [Name] Public Schools to answer employee questions about these materials are:

Superintendent of Schools
Secondary Principal

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol

use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle,

- if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b)
 - (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
 - (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
 - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
 - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test includes:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol

(concentration of 0.04 or greater) or controlled substances test.

(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected: Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Legal Reference: Neb. Rev. Stat. Sec. 79-808

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Legal Reference: Neb. Rev. Stat. Sec. 79-808

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Disability Verification and Eligibility

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

6. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

7. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

8. Procedural Safeguards

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

9. Disciplinary Removal of Children with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

10. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

11. Confidentiality of Personally Identifiable Information

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

12. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

13. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

14. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

15. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with

appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

16. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

17. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

18. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

19. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

20. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is

transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

21. Surrogates

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

22. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Disability Verification and Eligibility

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

6. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

7. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

8. Procedural Safeguards

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

9. Disciplinary Removal of Children with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

10. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

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Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

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Legal Reference: 92 NAC 51-012.08 and 015

14. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

15. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

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The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

17. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

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18. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

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Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

20. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

21. Surrogates

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

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22. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of Operation

Agenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.

- B. Control of the agenda is the responsibility of the Board President. Agenda items shall set forth the matter to be discussed at that agenda item. An agenda, kept continuously current, shall be readily available for public inspection on the District's website and at the office of the Superintendent of Schools of the [Name] School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

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Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	Sections 79-570; 79-571; Sec. 84-1411 (3) and (6); Sec. 84-1412 (1) and (3)
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B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	Sec. 84-1412 (7)
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C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	Sec. 84-1412 (1)
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D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	Sec. 84-1412 (8)
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E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference: Neb. Rev. Stat. 84-1412

Date of Adoption: [Insert Date]

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Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference:	Sec. 84-1412 (1) (2) and (3)
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Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]

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~~The minutes may be kept as an electronic record.~~

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]

Educational Service Unit Coordinating Council
Legal Committee Meeting
Tuesday, May 3, 2022, 10:00 AM
ESU 10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/27/22

Attendance Taken at 10:01 AM.

Dan Schnoes (NE) (ESU 03):	Present
Brenda A McNiff (ESU 05):	Present
Dr John Skretta (ESU 06):	Present
Dr. Larianne Polk (ESU 07):	Present
Drew Harris (ESU 09):	Absent
Dr Melissa Wheelock (ESU 10):	Absent
Greg Barnes (ESU 11):	Present
Paul Calvert (ESU 15):	Present

Attendance Update Taken at 10:05 AM.

Drew Harris (ESU 09): Present

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.

Call to order at 10:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Craig Peterson

2. Roll Call

3. Consent Agenda Items

Approve consent agenda items listed Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by McNiff, Brenda A (ESU 05).

Dan Schnoes (NE) (ESU 03): Yea

Brenda A McNiff (ESU 05): Yea

Dr John Skretta (ESU 06): Yea

Dr. Larianne Polk (ESU 07): Yea

Greg Barnes (ESU 11): Yea

Paul Calvert (ESU 15): Yea

Yea: 6, Nay: 0

3.1. Coop Contracts

3.1.1. Addendum to 2021-2024 Special Buy Agreement with NetSupport

3.1.2. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August

3.1.3. AEPA Extensions 019.5, 021.5, 21.75 and 018.5C

1. 019.5-B Playground and Recreational Equipment (Kompan, Playcraft, Romtec)
2. 021.5-B Disaster Recovery Remediation Services (BMS CAT, Service Master, Signal USA)
3. 021.5-C E-Rate Consulting Services (Erate Elite, Kellog & Sovereign, Solix, TelLogic dba Erate Central)
4. 021.5-D Mobile/Cellular Connectivity Solutions (Kajeet)
5. 021.75-A HVAC Systems (Carrier, Flaghouse)
6. 018.5C Athletic Equipment and Supplies (Partac Peat Corp, School Health, School Specialty)

3.1.4. Approve 2020 AEPA Contract with Melloy Brothers

3.1.5. 2022.5 AEPA Contracts

1. 022.5-C Institutional Kitchen Equipment (Hubert)
2. 022.5 Career & Technical Education (Midwest Technology Products, Blick Art Materials, Pitsco Education)

3.1.6. Contract extension with Home Depot Pro dba HD Supply

- 3.1.7. Special Buy Agreement with Imagine Learning
- 3.1.8. Special Buy Agreement with Sadoff E-Recycling & Data Destruction
- 3.1.9. Extension with Really Good Stuff
- 3.1.10. Special Buy Agreement with IXL Learning
- 3.1.11. Special Buy Agreement with Nearpod/Flocabulary
- 3.1.12. Special Buy Agreement with JourneyEd
- 3.1.13. Special Buy Agreement with Formative
- 3.1.14. Special Buy Agreement with Gumdrop Books
- 3.1.15. CDW-G proposed contract amendment on a favorable review by ESUCC Legal.

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. Staff Written Reports

4.1.2.1. Peterson Report

The Coop Director shared updates on his reports.

4.1.2.2. Colleen Lentz (Data)

Review of data report.

4.2. Legislative Updates

4.2.1. Bromm's Updates

Jason Bromm was present to share highlights from the last legislative session. [Interim studies](#).

4.3. Policies and Procedures

Committee Chair shared annual release of Perry Law policy memo.

5. Next Meetings Agenda Items

6. Adjournment

Meeting adjourned at 10:51 AM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}