

Legal Committee Meeting  
Tuesday, May 2, 2023 10:00 AM  
ESU No.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. Special Buy agreement with SchoolsPLP  
Committee Chair
    - 3.1.2. Special Buy agreement with Nearpod  
Committee Chair
    - 3.1.3. Approve AEPA 2021.5, 2021.75 and 2022.5 Extensions  
Committee Chair
    - 3.1.4. Approve AEPA 2023.5 solicitation contracts  
Committee Chair
    - 3.1.5. Addendum to Special Buy agreement with Securly  
Committee Chair
4. Agenda Item  
Committee Chair
  - 4.1. COOP  
Committee Chair
    - 4.1.1. Coop Strategic Plan  
Committee Chair
    - 4.1.2. Approve Interlocal Agreement with Lincoln Electric System for Cooperative Purchasing  
Committee Chair
    - 4.1.3. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August  
Committee Chair
    - 4.1.4. Staff Written Reports  
Committee Chair
      - 4.1.4.1. Peterson Report  
Committee Chair
      - 4.1.4.2. Colleen Lentz (Data)
  - 4.2. Legislative Updates  
Committee Chair

4.2.1. Bromm's Updates

Curt and Jason Bromm

4.2.1.1. Non-Public Support

Committee Chair

4.2.1.2. Cybersecurity

Committee Chair

4.3. Policies and Procedures

Committee Chair

5. Next Meetings Agenda Items

Committee Chair

6. Adjournment

Committee Chair

# 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, (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, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(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; virtual conferencing authorized; requirements; 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 website. (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 website; 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; and (xiii) A natural resources district. (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 subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**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; agenda and minutes; required on website; 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 or kept as an electronic record and shall be 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 or keeping the minutes is absent due to a serious illness or emergency.

(6) 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 website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website 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 website 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.

**84-1415. Open Meetings Act; requirements; waiver; validity of action.** No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised  
4-2022



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## 2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **SchoolsPLP** ("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 1<sup>st</sup>**, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on **December 30<sup>th</sup>**, 2026, 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:  
| 82-3860766

**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 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: SchoolsPLP  
24 W Camelback Rd STE A-422  
Phoenix, AZ 85013

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: William R Dines By: \_\_\_\_\_  
Name: William "BJ" Dines Name: Kraig  
Lofquist  
Title: President Title: Executive Director  
Date: April 11<sup>th</sup>, 2023 Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

SchoolsPLP is the fastest growing and most innovative online learning platform available today. We help schools easily plan and deliver online, hybrid, and blended learning options for students. SchoolsPLP has been delivering a technology-based curriculum to schools for over 20 years. We believe that delivering an online curriculum solution should be simple. We operate on trust, knowledge, commitment, service, and accountability. Our customers come first, and it is in our DNA to create long-lasting partnerships and provide solutions that lead to success. Our primary objective is to provide a flexible, easy to use platform with the option to access rigorous, reliable curriculum solutions while delivering first-class service and support.

Administrators have described us as a pioneer. It is refreshing for them to see a company developing and delivering an innovative solution with schools and educators in mind rather than the company's financial bottom line. The continued success with school adoption and increasing student performance motivates us to keep working harder. We are on a path to improving the ever-challenging online learning environment.

Our 1800+ PK-12 courses utilize multiple instructional design models that cater to students whether they are visual, auditory, or kinesthetic learners. Prior to SchoolsPLP, if schools wanted to offer multiple instructional design models for their students, they had to purchase and learn multiple content delivery systems. This makes personalized learning for students extremely difficult and very time consuming to manage. SchoolsPLP makes this easy.

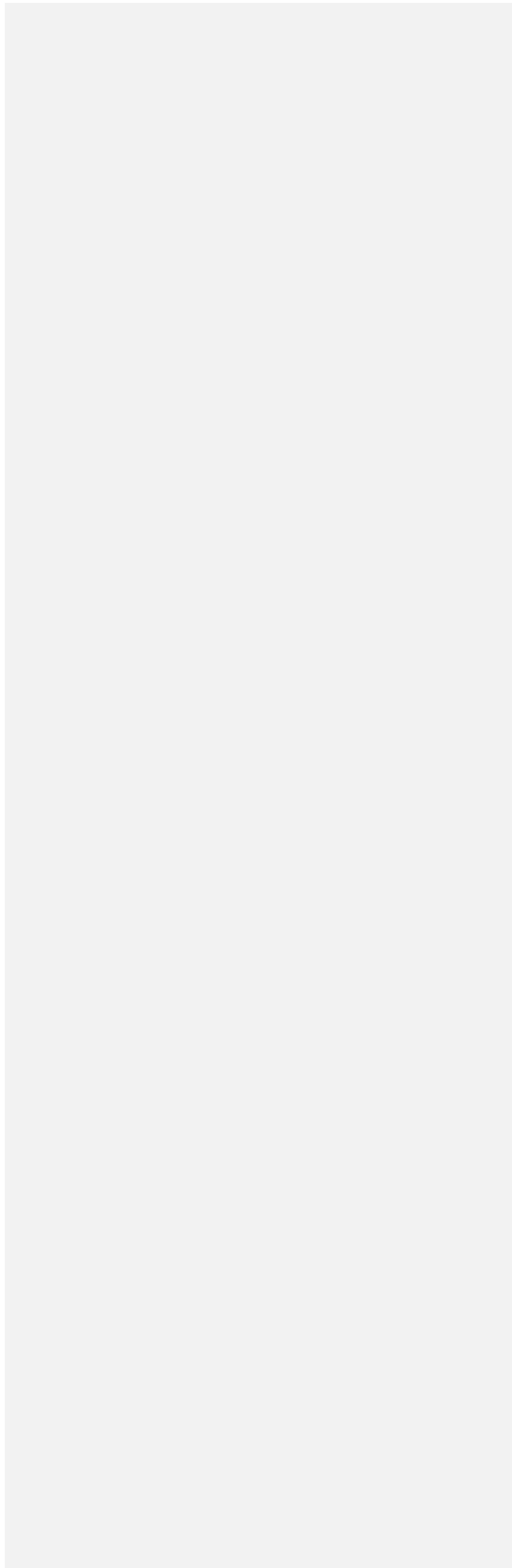
Our courses fill the following needs:

- PreK-12 accessed through a single, uniform platform
- PreK-12 Virtual, Blended, and Self-Paced options
- Course of study for students who qualify for homebound study and would be appropriately served through web-based opportunities.
- Remediation/intervention/concept recovery assistance for students who have fallen behind in the traditional classroom and need individualized or targeted intervention to be successful in a designated course of study.
- Credit Recovery for students who have taken a class but have not met all the standards for a course. Students that did not receive credit.
- Credit advancement courses for students desiring to obtain credit while enrolled full time in brick-and-mortar school.

SchoolsPLP truly creates a unique Personal Learning Plan for districts, individual programs and schools, classrooms, and most importantly every student. This can happen because of the robust course catalog, powerful Learning Management System, concise real-time data for all stakeholders, mentor and teacher services, and our implementation and support team.

**<<VENDOR-INSERT SCOPE OF GOODS>>**

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**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

Enrolled Users

An Enrolled User is defined as a license for a student. That student can take as many courses as they wish during the annual contract. If a student leaves the school or simply stops using the software, that student can be archived, and their license is available for another student.

Concurrent Users

A Concurrent User is defined as a license for unlimited students but only the purchased number of licenses can be used at any moment in time. Each student can take as many courses as they wish during the annual contract. If there are 6 periods during the day, 30 students can be logged in during period 1, 30 different students for period 2, etc. If the school purchases a 30 concurrent user license, they can have 30 users logged in at any given moment in time.

Named Student Consumption-Based License

A Named Student Consumption-Based License is a license purchased for each student. Each student added counts as one named student user.

The following licenses options includes all courses and catalogs without an asterisk (\*) found in this course catalog: <https://schoolsplp.com/pdf/catalog.pdf>

Enrolled Users	PreK-12th Grade Core Content
1-75 Users	\$270.00
76-150 Users	\$250.00
150+ Users	\$230.00
<b>Concurrent Users</b>	
1-75 Users	\$535.00
76-150 Users	\$515.00
150+ Users	\$495.00
<b>Named Student Consumption-Based</b>	\$135.00

If SchoolsPLP curriculum is to be exported and imported into another LMS (Thin Common Cartridge), the pricing above is subject to an additional 25% fee. If using a Shareable Link within another LMS, there is no additional fee. <<VENDOR-INSERT PRICING>>

**Commented [1]:** Can we clarify the pricing as Per User, Per Concurrent User, etc.

Additional Courses

- AP Courses: \$50/semester/course
- AP Course physical additional materials: Not included
- ACT Courses: \$50/student/course
- CompuScholar: \$75/semester/course
- eDynamic CTE Premium Only: \$75/semester/course

Additional Support

- Monthly Professional Learning Community Webinars: Included.
- On-site Training: \$2,500 per day includes travel expenses.
- Optional Staff and Student Success Package:  
<https://www.schoolsplp.com/ssp/>
- Optional Physical Materials: <https://schoolsplp.myshopify.com>

Virtual Teacher Instructional Services - Certified Instructor/Teacher of Record (TOR) provided by SchoolsPLP

- Office hours available
- Grades submitted assignments
- Provides feedback and additional instruction via phone or email
- Responsible for issuing the students' final grades

SchoolsPLP Teacher Instruction Refund Policy

- If a student stops working on their course within 3 days from the date it was assigned, we will refund 100% of the TOR fee.
- After the 3rd day from the date the course was assigned, no refund available.

Category	Service Type	Price Per Semester Course Per Student
Teacher Instruction	Teaching	\$225.00

This pricing is Per Student, Per Semester Course. For example, a virtual student takes 6 courses in the fall and 6 in the spring. The Teacher Instruction cost = \$2,700 (12 course \* \$225/course).

**ALL PRICING ABOVE IS SUBJECT TO CHANGE AT ANYTIME AT THE SOLE DISCRETION OF SCHOOLSPLP. THE PRICING WILL BE BASED ON THE CURRENT SCHOOLSPLP'S PRICING MODEL(S).**

**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: orders@schoolsplp.com cXML: \_\_\_\_\_
  - i. If "Email" address to deliver orders to: Order Processing
  - 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: Stacy Longacre
- b. Title: Account Manager - Educational Design Solutions
- c. Phone: 402-504-0568
- d. Email: slongacre@educationaldesignsolution.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](mailto:coop@esucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Nicole Thompson & Leah Dines  
Contact email address: orders@schoolsplp.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 4<sup>th</sup> Street  
Ainsworth, NE 69210

6. **Product Information URL:** <https://www.schoolsplp.com>

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**



This Online Educational Products and Services Order (this "Order"), dated as of April 13<sup>th</sup>, 2023 (the "Order Effective Date"), is between School District, located at "School Address" ("Customer") and SchoolsPLP ("PLP"), 24 W Camelback Rd STE A-422, Phoenix, AZ 85013. This Order incorporates and is in all respects subject to PLP Online Educational Products and Services Agreement Terms ("Terms") that is listed as listed in the attached Exhibit A. This Order bears the signature of authorized signor on behalf of School District. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

**Accepted by Customer:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

**Accepted by PLP:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

- 1. Period is School year 2023/24: 7/1/2023 through 6/30/2024 and any renewal period, (if applicable).
- 2. Territory: School District Students.
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price	Period	Total
<u>XX</u> Enrolled Users	This includes SchoolsPLP content from PreK – 12 <sup>th</sup> Grade. This will allow students access to Core, Credit Recovery, Electives, and Foreign Languages. Our courses will change over time. To see the latest offering of PreK – 12 <sup>th</sup> Grade content, visit our website at <a href="http://www.SchoolsPLP.com">http://www.SchoolsPLP.com</a> .	<u>XXX</u> per enrolled user	<u>7/1/2023</u> through <u>6/30/2024</u>	<u>\$0</u>

**4. Description of Educational Products.**

SchoolsPLP Enrolled User: The SchoolsPLP User license includes: (1) PreK – 12<sup>th</sup> Grade online course content and (2) Hosting service. This will allow 100 students to access the SchoolsPLP content. When a student stops using the system, another student can be added to SchoolsPLP and courses assigned to that student.

**5. Description of Services.**

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to Customers students in the Territory enrolled in Customers educational programs.

**6. Billing Terms.**

SchoolsPLP User Terms: PLP shall provide an invoice for the initial purchase plus any start-up services. This invoice shall be due within 30 days. PLP shall provide an invoice for additional users, if applicable, during the month following the new usage peak. This invoice shall be due within 30 days.

SchoolsPLP Professional Development Services: Orders for Professional Development Services shall be invoiced at the time of service, payable within thirty (30) days of the date of invoice, in accordance with the Terms.

**7. Criminal Background Checks.**

All SchoolsPLP employees, agents, contractors, and/or vendors who will have any unsupervised contact with Customer's students must have first successfully completed a criminal history background check.

**8. Customer's Policies and Procedures.**

- (a) SchoolsPLP acknowledges and agrees that all Customer's students are subject to all of Customer's policies and procedures concerning attendance, enrollment, withdrawal, and re-enrollment requirements.
- (b) Copies of Customer's policies and procedures concerning students will be provided by Customer to SchoolsPLP upon request. All such policies and procedures are subject to change at any time by Customer.

**9. Student Privacy and FERPA.**

- (a) Customer and SchoolsPLP agree and warrant that, in connection with this Order, SchoolsPLP (and its officers, agents, employees, and representatives):
  - (i) has a legitimate educational interest with respect to the educational records of Customer's students enrolled in or considering enrollment in SchoolsPLP courses;
  - (ii) will perform institutional services or functions for which Customer would otherwise use employees;
  - (iii) is under the control of Customer with respect to its use and maintenance of Customer's students' educational records; and
  - (iv) is subject to the Family Educational Rights and Privacy Act ("FERPA") and its regulations with respect to SchoolsPLP use, handling, and re-disclosure of student education records.

EXHIBIT A  
SchoolsPLP Online Educational Products and Services Agreement Terms

**PERIOD:** The period of this Agreement is as specified in the Order ("Period").

**DESCRIPTION OF SERVICES:** Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to PLP or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period.

**PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in the Order. If full payment is not timely received when due, PLP, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date.

**TAXES:** Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Upon request, Customer must provide PLP with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to PLP.

**TERMINATION:** Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to PLP as of the date of termination and does not relieve either party of any obligations that continue upon termination.

**INFORMATION REQUIREMENTS:** Customer will provide PLP with all information reasonably required by PLP to provide the products, services, and licenses.

**FERPA AND CONFIDENTIALITY:** If Customer is a public entity receiving federal Title I funds, Customer represents that PLP is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period of this Agreement. PLP agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, PLP has a legitimate educational interest for purposes of Customer disclosing to PLP students' educational records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law PLP or its affiliates may provide Customer with confidential information (as designated by PLP) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

**SPECIAL EDUCATION AND DISABILITIES:** If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the

Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period of this Agreement, PLP will discuss, formulate and make adjustments and accommodations in the furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that PLP may do so without incurring direct or indirect costs.

**PUBLICITY:** During the Period of this Agreement, Customer hereby agrees that PLP and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content, PLP will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

**WARRANTY:** PLP warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND PLP MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENT OF THE STUDENTS. WITHOUT LIMITED THE FOREGOING, PLP MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE PLP WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. PLP OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGRMENT. PLP DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**INTELLECTUAL PROPERTY:** Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivative thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, services marks, patents, trade secrets, or other proprietary rights and laws and PLP (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of PLP, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of PLP's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of PLP or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, PLP's interests will be irreparable injured, the full extent of PLP's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that PLP will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** PLP agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgements, demands and expenses, including court costs and attorney's fee, that arise out of or in connection with any acts or omissions of PLP related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that (a) Customer provide written notice to PLP within thirty (30) days of its receipt of the Claim and (b) Customer permits PLP to assume the control and defense of the Claim with counsel selected by PLP and approved by Customer, whose approval shall not be unreasonably withheld. **IN NO EVENT SHALL PLP'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN THE CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO PLP HEREUNDER. IN NO EVENT SHALL PLP BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER PLP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**DISPUTE RESOLUTION:** The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of PLP and the Superintendent of the Customer or their respective designees. The laws of the State of Arizona, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in Maricopa County, Arizona for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suite or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

**MISCELLANEOUS:** (a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; (b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions of the application to a different set of circumstances; (c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that PLP may assign all of its rights and obligations under this Agreement to any person or entity that controls PLP, is controlled by PLP, or is under common control with PLP or to any successor in interest that acquires all or substantially all of the assets of PLP; (d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; (e) PLP is not a division or any part of Customer. Customer is not a division or any part of PLP. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between PLP and Customer; (f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; (g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; (h) All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement; (i) This Agreement and the documents to which it refers from the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; (j) PLP will provide all services, licenses and materials under this Agreement

either directly or in conjunction with its Affiliates. An "Affiliate" of PLP is an entity that controls, is controlled by, or under common control with, PLP and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. PLP and its Affiliates shall be referred to collectively as PLP; (k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and PLP to 24 W Camelback Rd STE A-422, Phoenix, AZ 85013 (and such addresses may be changed upon proper notice to such addresses). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing, or as to overnight delivery, on the date of personal delivery to the address stated thereon; (l) PLP is an independent contractor of Customer, and PLP and Customer recognize that none of PLP or its Affiliates employees or agents are employees of Customer; (m) PLP warrants that neither it, nor any of its Affiliates, nor any agents or contractors of the same will violate any provision of federal, state, or local law in the provision of any goods or services to Customer.



## 2023-2026 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 July 31, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on August 1, 2026, 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.

**Taxpayer Identification.** Contractor's federal employer identification number is:

46-0993679

- 16. 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.
- 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 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor:

Natali Barski-Meyman, Corporate Counsel  
1855 Griffin Road, A290, Dania Beach, FL 33004-2200  
vendorforms@nearpod.com with copy to legal@nearpod.com  
Phone: 305.677.5030  
Fax: 305.655.1999

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, ESUCC, 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
  - 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: Jose Carrera  
Title: CEO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Kraig Lofquist  
Title: Executive Director  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**

#### **Nearpod Premium - School:**

Nearpod Premium including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more

#### **Nearpod Premium Plus - School:**

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

#### **Nearpod Premium - District:**

Nearpod Premium including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS, integration, and more

#### **Nearpod Premium Plus - District:**

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons

for all K-12 subject areas, featuring favorite educational brands:

- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

### **Premium to Premium Plus Upgrade:**

Premium Plus Upgrade for your Nearpod license to unlock:

- The Video & Activity Library with 10,200+ standards-aligned Interactive Videos and 3,300+ Interactive Activities
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

### **Nearpod Math**

Powered by Nearpod Premium Plus, Nearpod Math is a supplemental math program that provides unlimited access to:

- **Nearpod Math Library:** 5,000 new standards-aligned lessons, videos and practice activities
- **Virtual manipulatives:** Fraction Tiles, Base 10 Blocks, Algebra Tiles, and Color Tiles
- **Enhanced Course Navigation and reporting:** designed to explicitly align to a districts' core curriculum with improved course navigation, standards-based search and preview functionality

### **21st Century Readiness Program**

Nearpod's 21<sup>st</sup> Century Readiness Program connects skills across topics such as social & emotional learning, digital citizenship, and college and career readiness to help students thrive in the classroom of today and the world of tomorrow. The Program includes:

- **21<sup>st</sup> Century Readiness library:** Ready-to-teach lessons, videos, and activities for every grade level
- **Nearpod's enhanced UX experience and content discovery:** Lessons and resources aligned to connect skills and knowledge that help develop the whole learner

- **Exclusive feature access to Brain Breaks:** Exclusive energizing or calming Brain Break videos to refocus the class when students need a break

### **Flocabulary**

Unlimited access to Flocabulary including:

- Access 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Access Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Access Student Accounts, enabling teachers to assign lessons and activities and view results of assessments

### **Flocabulary Plus**

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) with 200+ new lessons and a new interactive activity

### **Flocabulary Plus Upgrade**

Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) including:

- 40+ comprehension skill videos and 110+ new video texts, mix new standards-aligned comprehension skill lessons into 200+ possible combinations
- 750+ comprehension activities for existing Flocabulary lessons with the Break It Down interactive activity
- 200+ standards-aligned comprehension activities, help students practice finding evidence using comprehension skills in a text

### **Nearpod College and Career Exploration**

A K-12 solution that provides equal access to future opportunities as students explore college pathways and career clusters.

### **Nearpod Digital Citizenship and Literacy**

A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.

### **Nearpod English Learner**

Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:

- Differentiate instruction with EL Content Companions and language supports, all organized in one place
- Engage every learner with equitable learning experiences
- Know where students need help through real-time data

### **Historical Perspectives and Literacy**

A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute.

### **Nearpod Learning Labs**

A professional development solution for experiential, expert-derived PD, featuring resources from trusted PD providers including the New Teacher Center and ISTE.

### **Social & Emotional Learning**

A K-12 solution built from CASEL's leading framework to facilitate student development of SEL competencies, featuring resources from Common Sense Education.

### **Online Training**

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

### **Onsite Training**

Onsite: Up to 6-hour session with a Nearpod Trainer for up to 50 participants.

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**See Attached Exhibit B**

2022 Pricing Tiers																				
School pricing																				
Per site pricing																				
Enrollment	Programs							Collections							Flocabulary				Nearpod + Flocab Together	
	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Program Subset	EL Program Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus	
0-149	\$3,725	\$3,150	\$575	\$5,950	\$2,000	\$1,300	\$1,425	\$1,500	\$900	\$715	\$325	\$715	\$900	\$2,000.00	\$2,400.00	\$400.00	\$2,000.00	\$5,155	\$5,510	
150-249	\$4,350	\$3,675	\$675	\$6,950	\$2,300	\$1,550	\$1,650	\$1,750	\$1,050	\$825	\$375	\$825	\$1,050	\$2,000.00	\$2,400.00	\$400.00	\$2,000.00	\$5,715	\$6,075	
250-499	\$4,950	\$4,200	\$750	\$7,925	\$2,650	\$1,775	\$1,900	\$2,000	\$1,200	\$950	\$430	\$950	\$1,200	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$6,795	\$7,270	
500-999	\$5,875	\$5,000	\$875	\$9,400	\$3,150	\$2,100	\$2,250	\$2,375	\$1,425	\$1,125	\$500	\$1,125	\$1,425	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$7,630	\$8,100	
1000-2749	\$7,750	\$6,575	\$1,175	\$12,400	\$4,125	\$2,750	\$3,000	\$3,125	\$1,875	\$1,500	\$670	\$1,500	\$1,875	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$9,315	\$9,790	
2750-4999	\$11,125	\$9,450	\$1,675	\$17,800	\$6,000	\$3,975	\$4,250	\$4,500	\$2,700	\$2,125	\$965	\$2,125	\$2,700	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$12,353	\$12,825	
District pricing																				
Per district pricing																				
Enrollment	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Subset	EL Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus	
250-499	\$8,200	\$5,250	\$2,950	\$8,400	\$2,800	\$1,875	\$2,000	\$2,125	\$1,275	\$1,000	\$450	\$1,000	\$1,275	\$2,600	\$3,125.00	\$525.00	\$2,600	\$7,065	\$7,540	
500-999	\$9,275	\$7,875	\$1,400	\$14,850	\$4,950	\$3,300	\$3,550	\$3,750	\$2,250	\$1,775	\$800	\$1,775	\$2,250	\$4,500	\$5,400.00	\$900.00	\$4,500	\$12,400	\$13,210	
1000-1199	\$11,750	\$9,975	\$1,775	\$18,800	\$6,275	\$4,200	\$4,500	\$4,750	\$2,850	\$2,250	\$1,000	\$2,250	\$2,850	\$6,750	\$8,100.00	\$1,350.00	\$6,750	\$16,650	\$17,865	
1200-1749	\$13,925	\$11,825	\$2,100	\$22,275	\$7,425	\$4,950	\$5,325	\$5,625	\$3,375	\$2,660	\$1,200	\$2,660	\$3,375	\$6,750	\$8,100.00	\$1,350.00	\$6,750	\$18,610	\$19,825	
1750-2249	\$17,000	\$14,450	\$2,550	\$27,200	\$9,000	\$6,050	\$6,500	\$6,875	\$4,125	\$3,250	\$1,475	\$3,250	\$4,125	\$8,500	\$10,200.00	\$1,700.00	\$8,500	\$22,950	\$24,480	
2250-2499	\$19,800	\$16,800	\$3,000	\$31,675	\$10,575	\$7,050	\$7,575	\$8,000	\$4,800	\$3,780	\$1,700	\$3,780	\$4,800	\$9,500	\$11,400.00	\$1,900.00	\$9,500	\$26,370	\$28,080	
Per student pricing																				
Enrollment	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Subset	EL Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus	
2500-3999	\$7.73	\$6.56	\$1.17	\$12.37	\$4.13	\$2.75	\$2.95	\$3.13	\$1.88	\$1.48	\$0.6	\$1.48	\$1.88	\$3.75	\$4.50	\$0.75	\$3.7	\$10.33	\$11.01	
4000-6999	\$6.80	\$5.78	\$1.02	\$10.88	\$3.63	\$2.42	\$2.60	\$2.75	\$1.65	\$1.30	\$0.59	\$1.30	\$1.65	\$3.50	\$4.20	\$0.70	\$3.50	\$9.27	\$9.90	
7000-11999	\$6.18	\$5.25	\$0.93	\$9.89	\$3.30	\$2.20	\$2.36	\$2.50	\$1.50	\$1.18	\$0.5	\$1.18	\$1.50	\$3.31	\$3.98	\$0.66	\$3.3	\$8.54	\$9.14	
12000-19999	\$5.56	\$4.73	\$0.83	\$8.90	\$2.97	\$1.98	\$2.13	\$2.25	\$1.35	\$1.07	\$0.4	\$1.07	\$1.35	\$3.00	\$3.60	\$0.60	\$3.0	\$7.70	\$8.24	
20000-39999	\$5.25	\$4.46	\$0.79	\$8.40	\$2.81	\$1.87	\$2.01	\$2.13	\$1.28	\$1.01	\$0.4	\$1.01	\$1.28	\$2.69	\$3.22	\$0.54	\$3.0	\$7.14	\$7.62	
40000-54999	\$4.94	\$4.20	\$0.74	\$7.90	\$2.64	\$1.76	\$1.89	\$2.00	\$1.20	\$0.95	\$0.4	\$0.95	\$1.20	\$2.42	\$2.90	\$0.48	\$2.6	\$6.62	\$7.05	
55000-124999	\$4.64	\$3.94	\$0.70	\$7.42	\$2.48	\$1.65	\$1.77	\$1.88	\$1.13	\$0.89	\$0.4	\$0.89	\$1.13	\$2.27	\$2.72	\$0.45	\$2.6	\$6.22	\$6.63	
125000+	\$3.65	\$3.10	\$0.55	\$5.84	\$1.95	\$1.30	\$1.39	\$1.48	\$0.89	\$0.70	\$0.32	\$0.70	\$0.89	\$2.08	\$2.49	\$0.42	\$2.08	\$5.15	\$5.53	

EXHIBIT "B" Attachment

Online Training			
Account Spend	Number of Online Sessions Recommended	Price	1 session = Up to 2 Hours
\$3,501-\$5,000	1 session	\$450	* Default training for <\$5K is basic Learning with Nearpod * NCTs facilitate * Districts may choose to self-select form the catalog
\$5,000-\$10,000	2 sessions	\$900	
\$10,001-\$25,000	4 sessions	\$1,800	
\$25,001-\$40,000	8 sessions	\$3,600	* Training is more likely to be a mix of Learning with Nearpod followed by Personalizing with Nearpod / Instructional Leadership Admin sessions * Sales/CSM positions the number of sessions; DCS consults with district to determine the mix * 1 hour DSC Consultation with the District to develop a full year training plan and select session from the catalog
\$40,001-\$60,000	12 sessions	\$5,400	
\$60,0001-\$100,000	16 sessions	\$7,200	
\$100,001+	Custom	Custom	Highly customized training plan

**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: carloa@nearpod.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: richard.brooke@nearpod.com
- b. Title: Regional Sales Manager
- c. Phone: (512)914-7625
- d. Email: richard.brooke@nearpod.com

**4. Invoice Method**

- a. Vendor invoices Members direct

**5. Marketing**

- a. Will you Display "Contracted Vendor of ESUCC Cooperative Purchasing" at conferences
  - i. Yes:  No:

**6. Sales Reporting**

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esuucc.org](mailto:coop@esuucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Carlo Amato  
Contact email address: carloa@nearpod.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 4<sup>th</sup> Street  
Ainsworth, NE 69210

## **EXHIBIT "D"**

### **SOFTWARE LICENSE AGREEMENT**

<https://www.flocabulary.com/terms-of-use/>

<https://www.flocabulary.com/privacy-policy/>

<https://nearpod.zendesk.com/hc/en-us/articles/7891829141652>

<https://nearpod.zendesk.com/hc/en-us/articles/7889123955220>

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Association of Educational  
PURCHASING AGENCIES

## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: Service Master

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 683,398

Year 2 \$ 30,003

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

[Click or tap here to enter text.](#)

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes

No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?       Yes       No

Comments:

Click or tap here to enter text.

## Marketing

Is there a proactive marketing plan in place?       Yes       No

Is there evidence that the sales force actively markets the AEPA contract?       Yes       No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?       Yes       No

Comments:

Not hearing from them or receiving marketing materials

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
Work with the Member States creating a marketing plan.
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature:

Anna Marie Hollander-MI

DocuSigned by:  
*Anna Marie Hollander*  
96907CC1E8A14CA...

**Committee Member:** Hope Hardin-Borbely-IL

**Committee Member:** Patricia McKim, MA

**Committee Member:** Joni Puffett-IA



Association of Educational  
PURCHASING AGENCIES

## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: Signal

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 0

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

Not hearing from them or receiving marketing materials. Not receiving admin fee.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes

No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?  Yes  No

Comments:  
There have been no sales

## Marketing

Is there a proactive marketing plan in place?  Yes  No

Is there evidence that the sales force actively markets the AEPA contract?  Yes  No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?  Yes  No

Comments:  
[Click or tap here to enter text.](#)

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
Work with the Member States on creating a marketing plan. And resolve admin fee issue.
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander

DocuSigned by:  
*Anna Marie Hollander*  
96907CC1E8A14CA...

**Committee Member:** Hope Hardin-Borbely, IL

**Committee Member:** Patricia McKimm, MA

**Committee Member:** Joni Puffett, IA



Association of Educational  
PURCHASING AGENCIES

## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: BMS Cat

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 20

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 0

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

[Click or tap here to enter text.](#)

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes

No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?       Yes       No

Comments:  
There have been no sales

## Marketing

Is there a proactive marketing plan in place?       Yes       No

Is there evidence that the sales force actively markets the AEPA contract?       Yes       No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?       Yes       No

Comments:  
Not hearing from them or receiving marketing materials

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
Working with the Member States on marketing plan.
- The Committee does NOT recommend contract extension with this Vendor Partner.

DocuSigned by:  
*Anna Marie Hollander*  
96907CC1E8A14CA...

**Category Chair – Name & Signature:**      Anna Marie Hollander

**Committee Member:**      Hope Hardin-Borbely, IL

**Committee Member:**      Patricia McKim, MA

**Committee Member:**      Joni Puffett, IA



## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: E-Rate Elite Service

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

### Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

1

Provide historical sales for all applicable contract years.

Year 1 \$23,500

Year 2 \$0

Year 3 \$

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below.  Yes  No

Members comments: E-Rate companies are paid upon success of the E-Rate application. This is reason why sales are hard to predict and report. No sales with vendor but feel it is important to have the category for when there is a need.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?  Yes  No

Comments:

Members comments: Good category to have if districts decide to utilize; Hoping to do business in the future; Affording them the opportunity to pick up accounts in New Mexico.

## Marketing

Is there a proactive marketing plan in place?  Yes  No

Is there evidence that the sales force actively markets the AEPA contract?  Yes  No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

Yes  No

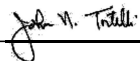
Comments:

Members comments: Need to improve marketing in New Mexico; Lack of communications/marketing of the contract; No sales with vendor but feel it is important to have the category for when there is a need.

## Recommendation: (Check for your selection)

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
To improve their marketing and communication about the products and services that they can provide to Members.
- The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

**Anna Marie Hollander MI**

**Rob Naughton OR**



## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C: \_\_\_\_\_ Category: E-Rate Consulting Services \_\_\_\_\_

Vendor Name: Kellogg & Sovereign Consulting \_\_\_\_\_

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23 \_\_\_\_\_

### Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

0

Provide historical sales for all applicable contract years.

Year 1 \$0

Year 2 \$0

Year 3 \$

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below.  Yes  No

Members comments: E-Rate companies are paid upon success of the E-Rate application. This is reason why sales are hard to predict and report. Hoping to do business in the future. I am only renewing because they handle our own eRate reporting. I do not hear from them or receive any marketing material. I am not aware of any sales efforts.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes       No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?       Yes       No

Comments:

Members comments: I am only renewing because they handle our own eRate reporting. I do not hear from them or receive any marketing material. I am not aware of any sales efforts.

## Marketing

Is there a proactive marketing plan in place?       Yes       No

Is there evidence that the sales force actively markets the AEPA contract?       Yes       No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

Yes       No

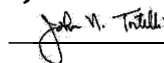
Comments:

Members comments: No sales with vendor but feel it is important to have the category for when there is a need. Lack of communications/marketing of the contract. No Marketing material.

## Recommendation: (Check for your selection)

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
To improve their marketing and communication about the products and services that they can provide to Members.
- The Committee does NOT recommend contract extension with this Vendor Partner.

**Committee Chair and Signature:**      **John Tortelli NM**



**Committee Members:**      **Steve Griggs MO**

**Anna Marie Hollander MI**

**Rob Naughton OR**



## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: Solix, Inc.

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

### Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

0

Provide historical sales for all applicable contract years.

Year 1 \$0

Year 2 \$0

Year 3 \$

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below.  Yes  No

Members comments: We have had no sales reported, however, most E-Rate companies are paid upon success of the E-Rate application; Hope for new business; Good company and products. Good category to have if districts decide to utilize. Two AEPA Members are uncertain of signing contract.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? Yes No

Comments:

Members comments: No sales reported, most E-Rate companies are paid upon success of the E-Rate application; Hoping to do business in the future, Affording them the opportunity to pick up accounts in New Mexico.

## Marketing

Is there a proactive marketing plan in place? Yes No

Is there evidence that the sales force actively markets the AEPA contract? Yes No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? Yes No

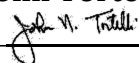
Comments:

Members comments: Need to improve marketing in New Mexico; No sales with vendor but feel it is important to have the category for when there is a need; Lack of communications/marketing of the contract.

## Recommendation: (Check for your selection)

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
To improve their marketing and communication about the products and services that they can provide to Members.
- The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

**Anna Marie Hollander MI**

**Rob Naughton OR**



## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: TelLogic Inc dba E-Rate Central

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

### Contracts and Sales

How many participating states have signed contracts this year? If not, why?

11

How many of participating AEPA states had sales this year?

1

Provide historical sales for all applicable contract years.

Year 1 \$54,900

Year 2 \$34,000

Year 3 \$

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below.  Yes  No

Member comments: Contract with a majority of school districts in New Mexico. Currently have done \$100,000 this fiscal year. Hoping to do business in the future. The E-Rate Central team contacted me with an Illinois charter school interested in using the contract before we signed the agreement. This opened the door of conversation with our internal team, and through consultation, it served this institution in the best way. We hope to continue getting support for the usage of the contract in the future with additional schools.; Good category to have if districts decide to utilize. Most E-Rate companies are paid upon success of the E-Rate application.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings? Yes No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?  
Yes No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? Yes No

Comments:

Member comments: Volume will increase after the Form 471 window closes March 28, 2023. Appreciated the communication and transparency of the services with our team as we evaluated adding the agreement to our portfolio. No sales with vendor but feel it is important to have the category for when there is a need.

## Marketing

Is there a proactive marketing plan in place? Yes No

Is there evidence that the sales force actively markets the AEPA contract? Yes No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?  
Yes No

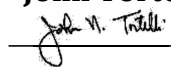
Comments:

Member comments: Need marketing materials. No communications about the contract. Lack of communications/marketing of the contract. Volume will increase after the Form 471 window closes March 28, 2023.

## Recommendation: (Check for your selection)

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
To improve their marketing and communication about the products and services that they can provide to Members.
- The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

**Anna Marie Hollander MI**

**Rob Naughton OR**



## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-D Category: Mobile & Cellular Connectivity Solutions

Vendor Name: Kajeet, Inc.

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 27

### Contracts and Sales

How many participating states signed contracts this year? If not, why?

25 State Member Agencies (SMAs) have current signed contracts with Kajeet. Four (4) SMAs do not have a signed contract citing state law, another contract, and not receiving a response.

How many participating AEPA states had sales this year?

20 states had sales.

Contract Volume as reported by AEPA Member States:

Year 1 \$ 2,996,822 (2021)

Year 2 \$ 2,762,149 (2022 Q1-Q4)

Year 3 \$

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

Some SMAs would like to see more marketing materials/information about products and services under the contract that can be shared with their participating agencies.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes       No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?       Yes       No

Comments:

Kajeet has been responsive to questions and marketing outreach. They are great to make connections with AEPA SMAs and providing information that can be helpful in marketing the contract.

## Marketing

Is there a proactive marketing plan in place?       Yes       No

Is there evidence that the sales force actively markets the AEPA contract?       Yes       No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?       Yes       No

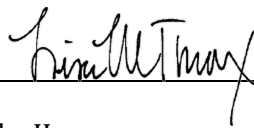
Comments:

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair - Name & Signature:

Lisa Truax, MN



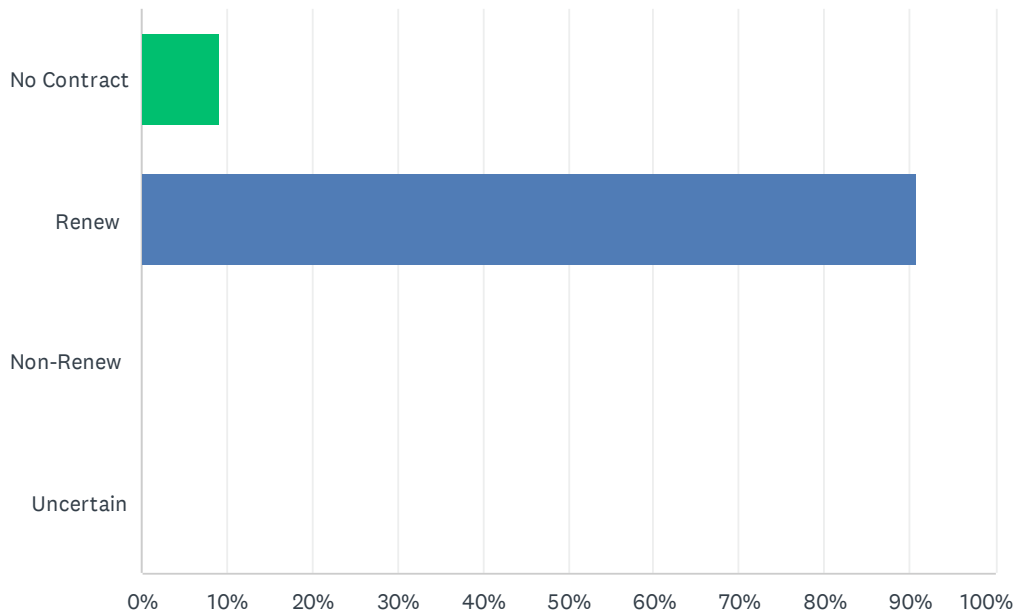
**Committee Member:** Hope Hardin-Borbely, IL

**Committee Member:** Craig Peterson, NE

**Committee Member:** Rob Naughton, OR

## Q31 Kajeet, Inc.

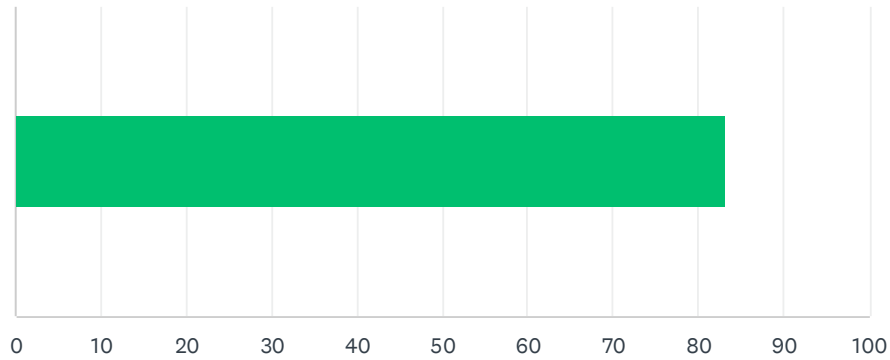
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES
No Contract	9.09% 2
Renew	90.91% 20
Non-Renew	0.00% 0
Uncertain	0.00% 0
<b>TOTAL</b>	<b>22</b>

## Q32 Please indicate your overall satisfaction with Kajeet, Inc.

Answered: 19 Skipped: 4



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	83	1,579	19
Total Respondents: 19			

#		DATE
1	90	3/21/2023 3:25 PM
2	50	3/20/2023 12:07 PM
3	87	3/20/2023 9:10 AM
4	95	3/17/2023 3:19 PM
5	100	3/17/2023 1:15 PM
6	96	3/17/2023 12:09 PM
7	89	3/17/2023 11:34 AM
8	90	3/17/2023 7:27 AM
9	90	3/16/2023 2:19 PM
10	75	3/16/2023 11:11 AM
11	100	3/15/2023 8:50 AM
12	75	3/14/2023 8:59 AM
13	75	3/14/2023 8:45 AM
14	90	3/13/2023 3:55 PM
15	50	3/13/2023 1:26 PM
16	100	3/13/2023 1:15 PM
17	99	3/13/2023 12:50 PM
18	76	3/13/2023 12:49 PM
19	52	3/13/2023 12:49 PM

## Q33 What factors influenced your decision to renew or non-renew a contract?

Answered: 10 Skipped: 13

#	RESPONSES	DATE
1	Have volume with Kajeet for \$61,000 for the current fiscal year.	3/21/2023 3:25 PM
2	Responsive to questions, marketing outreach	3/17/2023 1:15 PM
3	Already started project in WA and there is good demand for this category.	3/17/2023 12:09 PM
4	Hoping to do business in the future.	3/17/2023 7:27 AM
5	Great partner that has made a lot of effort to grow business.	3/16/2023 2:19 PM
6	Kajeet is great about making connections with the AEPA member states and providing information that we can use to help market them.	3/16/2023 11:11 AM
7	Appreciate the team and services provided. Looking forward to adding the new services to our catalog to help expand connectivity options in our rural and underserved areas across the state.	3/15/2023 8:50 AM
8	Service is a unique and needed area that can benefit my state	3/14/2023 8:59 AM
9	Sales and willingness to listen to needs.	3/14/2023 8:45 AM
10	Good useful contract that is being used	3/13/2023 3:55 PM

## Q34 Additional feedback:

Answered: 2 Skipped: 21

#	RESPONSES	DATE
1	Need to increase marketing in New Mexico.	3/21/2023 3:25 PM
2	Would like to see more marketing/information about services under contract that I could share with schools	3/14/2023 8:59 AM



### AEPA Contract Extension Recommendation Form

Solicitation Number: 021.75 Category: HVAC and Mechanical Products and Solutions  
Vendor Name: Carrier Corporation

This is the Vendor's 3rd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 22 states responded. 17 signed the renewal whereas 5 indicated no contract.

How many participating AEPA states had sales this year? 2 (CA & TX)

Contract Volume as reported by AEPA Member States:

- Year 1 \$ 0
- Year 2 \$ 5,741,864
- Year 3 \$ 23,328,419

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

No marketing efforts, therefore no sales in many states are the biggest concern.

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

- Does the Vendor Partner communicate with the committee chair?
- Yes, Vendor representative initiates communication
  - Yes, Vendor representative responds to calls, emails, etc.
  - No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?  Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?  Yes  No

Comments:

Vendor partner is very responsive. They have reputable brand nation-wide so has a potential of sales.

**Marketing**

Is there a proactive marketing plan in place? Yes No

Is there evidence that the sales force actively markets the AEPA contract? Yes No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?  
Yes No

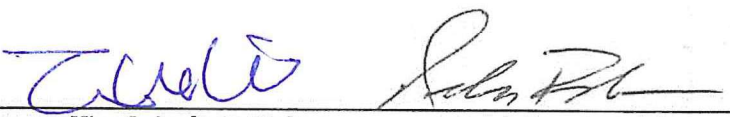
Comments:

Need a local rep in NE. Need to improve marketing in NM.

**Recommendation:**

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
More proactive marketing action and frequent communication with member states
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair - Name & Signature:

  
\_\_\_\_\_  
Thomas Kim & Andrew Pickens

Committee Member: Tina Smith



## AEPA Contract Extension Recommendation Form

Solicitation Number: 021.75 Category: HVAC and Mechanical Products and Solutions  
Vendor Name: Flaghouse

This is the Vendor's 3rd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

### Contracts and Sales

How many participating states signed contracts this year? If not, why? **13 renewal, 6 no contract and 3 uncertain.**

How many participating AEPA states had sales this year? **0**

Contract Volume as reported by AEPA Member States:

Year 1 \$ 203,485

Year 2 \$ 0

Year 3 \$ 0

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

Lack of communication or marketing efforts. No sales

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

- Yes, Vendor representative initiates communication
- Yes, Vendor representative responds to calls, emails, etc.
- No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?  Yes  No

Comments:

Provided marketing material when the contract started, but none since then. Good contract category to keep with a potential demand.

**Marketing**

Is there a proactive marketing plan in place? Yes No

Is there evidence that the sales force actively markets the AEPA contract? Yes No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? Yes No


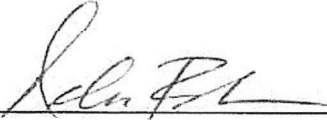
Comments:

More active marketing efforts will be needed.

**Recommendation:**

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
More proactive marketing action and frequent communication with member states
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature:

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Thomas Kim & Andrew Pickens

Committee Member: Tina Smith



## AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5B Category: Career and Technical Education

Vendor Name: Blick Art

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 20

How many participating AEPA states had sales this year? 12

Contract Volume as reported by AEPA Member States:

Year 1 \$ 608,669

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

[Click or tap here to enter text.](#)

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

- Yes, Vendor representative initiates communication
- Yes, Vendor representative responds to calls, emails, etc.
- No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?  Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? Yes No

Comments:

[Click or tap here to enter text.](#)

## Marketing

Is there a proactive marketing plan in place? Yes No

Is there evidence that the sales force actively markets the AEPA contract? Yes No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? Yes No

Comments:

One member state commented they would like to see more marketing materials on a more consistent basis

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
[Click or tap here to enter text.](#)
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



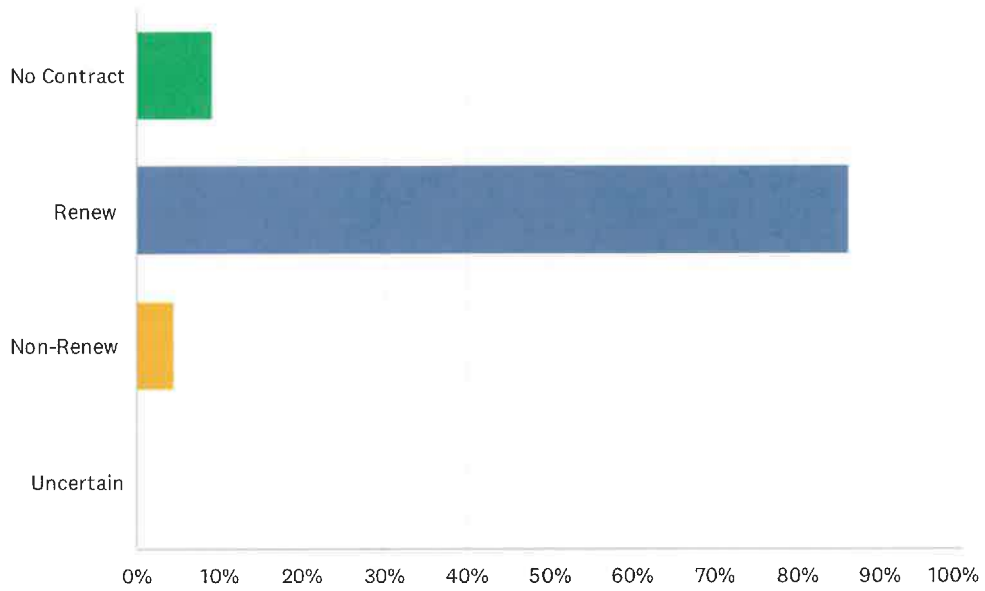
**Committee Member:** Hope Hardin Borbely

**Committee Member:** Scott Howard

**Committee Member:** [Click or tap here to enter text.](#)

### Q43 Blick Art

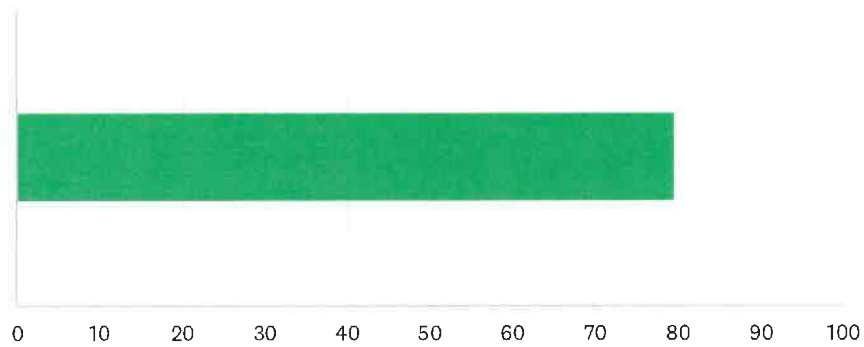
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	9.09%	2
Renew	86.36%	19
Non-Renew	4.55%	1
Uncertain	0.00%	0
<b>TOTAL</b>		<b>22</b>

## Q44 Please indicate your overall satisfaction with Blick Art.

Answered: 18 Skipped: 5



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		80	1,436
			18

Total Respondents: 18

#		DATE
1	92	3/21/2023 3:32 PM
2	55	3/20/2023 12:07 PM
3	50	3/20/2023 9:10 AM
4	87	3/17/2023 3:20 PM
5	100	3/17/2023 1:15 PM
6	97	3/17/2023 11:35 AM
7	90	3/17/2023 10:26 AM
8	90	3/17/2023 7:28 AM
9	95	3/16/2023 2:20 PM
10	65	3/16/2023 11:13 AM
11	75	3/15/2023 8:51 AM
12	75	3/14/2023 9:00 AM
13	65	3/14/2023 8:51 AM
14	85	3/13/2023 3:57 PM
15	50	3/13/2023 1:27 PM
16	100	3/13/2023 12:50 PM
17	90	3/13/2023 12:50 PM
18	75	3/13/2023 12:49 PM

## Q45 What factors influenced your decision to renew or non-renew a contract?

Answered: 9 Skipped: 14

#	RESPONSES	DATE
1	Good contract to have for New Mexico for art supplied. Volume of \$80,000 for current fiscal year.	3/21/2023 3:32 PM
2	Provided marketing materials when the contract started, and responds to emails quickly.	3/17/2023 10:26 AM
3	Great company with great products and strong sales.	3/16/2023 2:20 PM
4	I think Blick is a great vendor to have on contract and am happy that they now have some marketing attention.	3/16/2023 11:13 AM
5	We have had little to no sales through the agreement, but hopeful that we will have more success in the coming year.	3/15/2023 8:51 AM
6	responsive to requests and check-ins	3/14/2023 9:00 AM
7	Sales in the category	3/14/2023 8:51 AM
8	The usage has increased	3/13/2023 3:57 PM
9	No sales activity	3/13/2023 1:16 PM

## Q46 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to improve marketing in New Mexico.	3/21/2023 3:32 PM
2	No sales or marketing of this contract in our state	3/20/2023 9:10 AM
3	Received some marketing materials but need them on a more consistent cadence, monthly.	3/14/2023 8:51 AM



## AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5B Category: Career and Technical Education

Vendor Name: Midwest Technology Products

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 22

How many participating AEPA states had sales this year? 18

Contract Volume as reported by AEPA Member States:

Year 1 \$ 741,874

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

[Click or tap here to enter text.](#)

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

- Yes, Vendor representative initiates communication
- Yes, Vendor representative responds to calls, emails, etc.
- No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?  Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? Yes No

Comments:

[Click or tap here to enter text.](#)

## Marketing

Is there a proactive marketing plan in place? Yes No

Is there evidence that the sales force actively markets the AEPA contract? Yes No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? Yes No

Comments:

One member stated commented they would like to see Midwest attend both annual AEPA meetings

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
[Click or tap here to enter text.](#)
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair - Name & Signature: Ken S. Swink



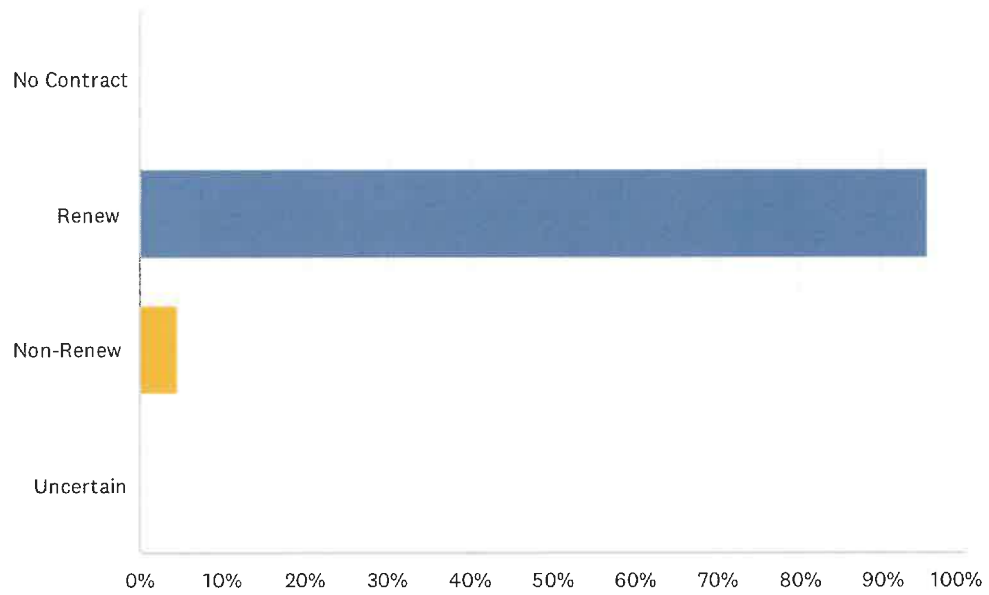
**Committee Member:** Hope Hardin Borbely

**Committee Member:** Scott Howard

**Committee Member:** [Click or tap here to enter text.](#)

## Q47 Midwest Technology

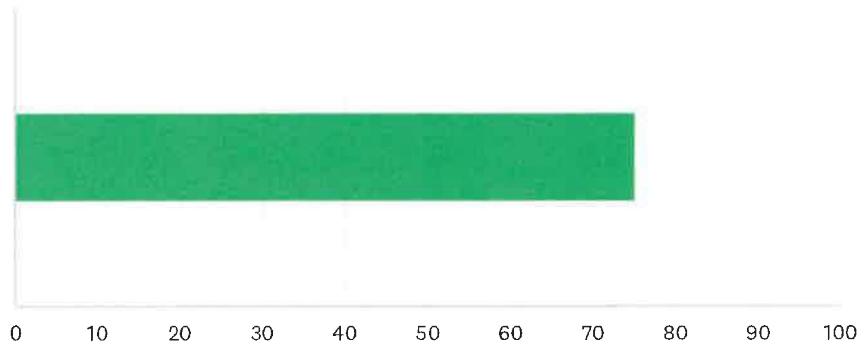
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	0.00%	0
Renew	95.45%	21
Non-Renew	4.55%	1
Uncertain	0.00%	0
TOTAL		22

## Q48 Please indicate your overall satisfaction with Midwest Technology.

Answered: 20 Skipped: 3



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		75	1,506
Total Respondents: 20			20

#		DATE
1	93	3/21/2023 3:34 PM
2	54	3/20/2023 12:07 PM
3	82	3/20/2023 9:10 AM
4	85	3/17/2023 1:15 PM
5	68	3/17/2023 12:11 PM
6	94	3/17/2023 11:35 AM
7	95	3/17/2023 10:26 AM
8	80	3/17/2023 7:28 AM
9	70	3/16/2023 2:20 PM
10	50	3/16/2023 11:14 AM
11	85	3/15/2023 8:53 AM
12	70	3/14/2023 9:01 AM
13	70	3/14/2023 8:52 AM
14	65	3/13/2023 3:58 PM
15	75	3/13/2023 1:57 PM
16	50	3/13/2023 1:27 PM
17	71	3/13/2023 1:16 PM
18	100	3/13/2023 12:50 PM
19	80	3/13/2023 12:50 PM
20	69	3/13/2023 12:49 PM

## Q49 What factors influenced your decision to renew or non-renew a contract?

Answered: 12 Skipped: 11

#	RESPONSES	DATE
1	Contract provides products for New Mexico vocational, career, technical, and STEM programs.	3/21/2023 3:34 PM
2	They have provided marketing materials and have worked to increase sales	3/20/2023 9:10 AM
3	Very low sales and lack of marketing effort in WA.	3/17/2023 12:11 PM
4	Very responsive in returning emails, provides us with updated marketing content on a regular basis, and participates in vendor marketing calls.	3/17/2023 10:26 AM
5	Hoping to do business in the future.	3/17/2023 7:28 AM
6	Good category/products to have on contract.	3/16/2023 11:14 AM
7	We have had little to no sales through the agreement but I appreciate the marketing materials they provide and we are hopeful that we will see more activity on the contract as CTE is a key area of development across the state.	3/15/2023 8:53 AM
8	Iowa based partner, huge catalog of products	3/14/2023 9:01 AM
9	Sales in the category, vendor is sending marketing materials on a regular basis.	3/14/2023 8:52 AM
10	Decent contract no sales, doesn't attend both AEPA meetings	3/13/2023 3:58 PM
11	The vendor is always responsive and has available marketing	3/13/2023 1:57 PM
12	Limited sales but they do a good job of communicating and we have had some activity.	3/13/2023 1:16 PM

## Q50 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to increase marketing in New Mexico.	3/21/2023 3:34 PM
2	Marketing	3/16/2023 2:20 PM
3	We have not seen much in sales yet, but are optimistic for the future	3/13/2023 1:57 PM

## AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5 Category: Career and Technical Education

Vendor Name: Pitsco Education

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 21

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 21

How many participating AEPA states had sales this year? 8

Contract Volume as reported by AEPA Member States:

Year 1 \$ 58,544

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

Two members stated they would like to see a deeper discount rate than the current 2%

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

- Yes, Vendor representative initiates communication
- Yes, Vendor representative responds to calls, emails, etc.
- No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?  Yes  No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?      Yes      No

Comments:

[Click or tap here to enter text.](#)

## Marketing

Is there a proactive marketing plan in place?      Yes      No

Is there evidence that the sales force actively markets the AEPA contract?      Yes      No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?  
Yes      No

Comments:

[Click or tap here to enter text.](#)

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
[Click or tap here to enter text.](#)
- The Committee does NOT recommend contract extension with this Vendor Partner.

**Category Chair – Name & Signature:**      Ken S. Swink



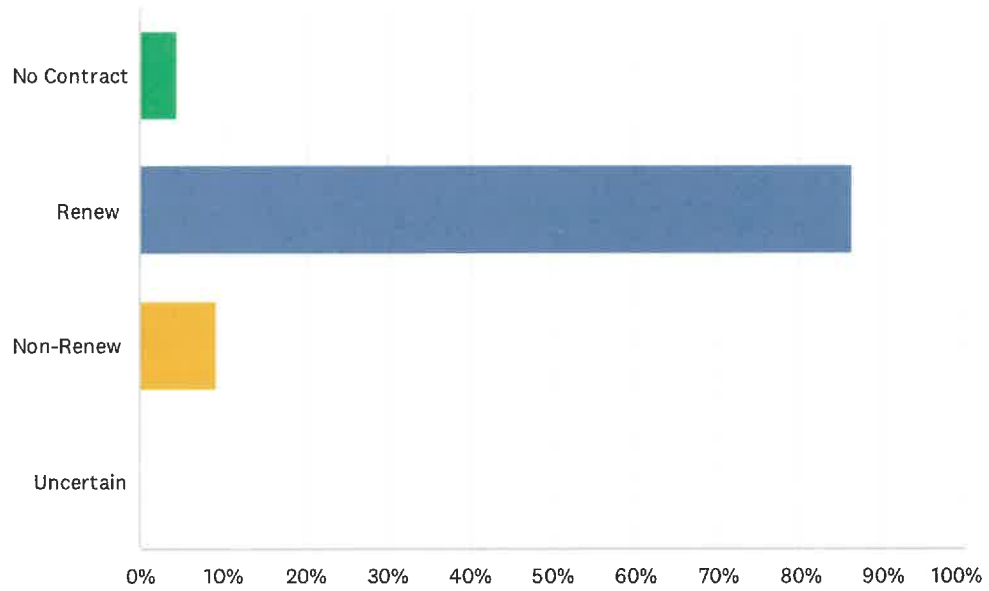
**Committee Member:** Hope Hardin Borbely

**Committee Member:** Scott Howard

**Committee Member:** [Click or tap here to enter text.](#)

## Q51 Pitsco Education

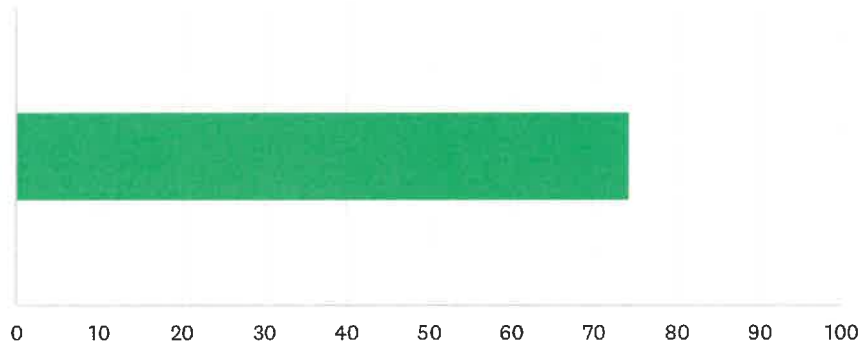
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	4.55%	1
Renew	86.36%	19
Non-Renew	9.09%	2
Uncertain	0.00%	0
TOTAL		22

## Q52 Please indicate your overall satisfaction with Pitsco Education.

Answered: 19 Skipped: 4



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		74	1,414
Total Respondents: 19			
#			DATE
1	60		3/21/2023 3:40 PM
2	53		3/20/2023 12:08 PM
3	50		3/20/2023 9:10 AM
4	85		3/17/2023 1:15 PM
5	75		3/17/2023 12:11 PM
6	94		3/17/2023 11:35 AM
7	95		3/17/2023 10:27 AM
8	90		3/17/2023 7:28 AM
9	70		3/16/2023 2:21 PM
10	65		3/16/2023 11:14 AM
11	90		3/15/2023 8:54 AM
12	75		3/14/2023 9:02 AM
13	90		3/14/2023 8:53 AM
14	80		3/13/2023 3:59 PM
15	60		3/13/2023 1:27 PM
16	25		3/13/2023 1:17 PM
17	100		3/13/2023 12:50 PM
18	84		3/13/2023 12:50 PM
19	73		3/13/2023 12:50 PM

## Q53 What factors influenced your decision to renew or non-renew a contract?

Answered: 11 Skipped: 12

#	RESPONSES	DATE
1	No sales in New Mexico for STEM based curriculum.	3/21/2023 3:40 PM
2	We are recommending renewal even though we have had minimal sales as we think this is a viable contract.	3/20/2023 9:10 AM
3	Provided marketing materials when the contract started, participates in vendor marketing calls, and responds to emails quickly.	3/17/2023 10:27 AM
4	Few sales, but Pitsco provides marketing materials regularly.	3/16/2023 2:21 PM
5	Pitsco does a great job with providing us with marketing materials. I wish their discount was more than 2%.	3/16/2023 11:14 AM
6	We have had limited sales through the contract, but I have been impressed with the offerings and willingness to collaborate on marketing and events in the future.	3/15/2023 8:54 AM
7	Vendor communicates well and is open to getting in front of our schools	3/14/2023 9:02 AM
8	Sales in the category, vendor is sending marketing materials on a regular basis. Excellent to work with on special funding projects.	3/14/2023 8:53 AM
9	Contract is used	3/13/2023 3:59 PM
10	N/A- we do not have a contract with Pitsco	3/13/2023 1:57 PM
11	no sales activity	3/13/2023 1:17 PM

## Q54 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to improve marketing in New Mexico.	3/21/2023 3:40 PM
2	We need additional communication and marketing for this contract	3/20/2023 9:10 AM
3	I feel a hurdle for this contract is the discount rate. 2% doesn't seem all that attractive	3/14/2023 9:02 AM



Association of Educational  
PURCHASING AGENCIES

## AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5 Category: Institutional Kitchen Equipment

Vendor Name: Hubert

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

### Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 188,799

Year 2 \$

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing?  Yes  No  N/A

Has the Vendor Partner sent sales reports to members?  Yes  No

Has the Vendor Partner reported sales numbers to AEPA, as required?  Yes  No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices?  Yes  No If yes, explain below.

[Click or tap here to enter text.](#)

### Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead?  Yes  No

Does the Vendor Partner communicate with the committee chair?

Yes, Vendor representative initiates communication.

Yes, Vendor representative responds to calls, emails, etc.

No

Has the Vendor Partner attended AEPA Meetings?  Yes  No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

Yes

No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission?       Yes       No

Comments:

Click or tap here to enter text.

## Marketing

Is there a proactive marketing plan in place?       Yes       No

Is there evidence that the sales force actively markets the AEPA contract?       Yes       No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?       Yes       No

Comments:

Click or tap here to enter text.

## Recommendation:

- The Committee recommends **contract extension** with the Vendor Partner.
- The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:  
Click or tap here to enter text.
- The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair - Name & Signature:

Anna Marie Hollander-MI

DocuSigned by:  
*Anna Marie Hollander*  
96907CC1E8A14CA...

**Committee Member:** Cara Hart, CT

**Committee Member:** Patricia McKim, MA

**Committee Member:** Nita Werner, WY



## Recommendation for New Contracts

**AEPA 023.5B Playground and Recreation Equipment** Click or tap here to enter text.

Solicitations received that were rejected PRIOR to Category Committee evaluation with cause for rejection:

None

Solicitations received that were rejected DURING Category Committee evaluation with cause for rejection:

None

### Methodology Used by the Committee for Determination:

Low responsive and responsible Respondent(s) based on the attached price tabulation.

Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.

Responsive and responsible Respondent based on specialty offerings or value.

### Vendor(s) recommended with reason for recommendation:

See attached

Kompan, Inc- Playground Equipment, Shade, Shelter, (Site Furnishings and Early Childhood Aides are in Playground response)

RCP Shelters Shade, Shelter Structures-offers various types of shelters for outdoor use, various materials

Romtec, Inc Shade, Shelter Structures- offers restrooms both waterless and plumbed, utility buildings, concessions, showers, shelters, pavilions, amphitheaters

### The below responses listed deviations and/or exceptions :

Kompan, Inc.

Part B: Page 27-28 GC License Kompan does not hold a GC License in all states listed as part of the bid. Kompan, instead, subcontracts installation labor to experienced subcontractors who hold GC licenses. Kompan has over 28 yrs experience project managing turnkey playground installation with this methodology (The playground committee understands not all AEPA states may be able to utilized the contract due to construction requirements In their state)

Part B: 7.1.5 Installation Kompan addresses installation costs on a project by project basis as site conditions/ equipment will vary. These can be easily quoted at time of project planning implementation. Typical installation cost as a percentage of project equipment retail can be in the range of +- 27%- 38% prior to standard discounts that can be applied (The playground committee believes this is a reasonable request and accept the deviation)

### Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:

N/A.

### Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

Kompan, Inc

RCP Shelters

Romtec, Inc

**Committee Members**

**Committee Chair - Name & Signature:** Tambria Stowers *Tambria Stowers*

**Committee Member:** John Tortelli

**Committee Member:** Nita Werner  
Gustavo Rossell

**IFB# 023.5 B Playground and Recreational Equipment  
Cost Summary**

Base Catalog Bid Pricing		Kashtec	Kompan, Inc	RCP Shelters, Inc.
Lot 1 - Playground Category Discounts	Required if bidding on this lot	No	Yes, Lot 1 - Playground Equipment Inclusive of Playground Surfacing; Category, 4741 items; Lot 5 - Site Furnishings	No
Lot 2 - Water Park Category Discounts	Required if bidding on this lot	No	No	No
Lot 3 - Skate Park Structures Category Discounts	Required if bidding on this lot	No	No	No
Lot 4 - Shade & Shelter Category Discounts	Required if bidding on this lot	Yes	No	No
Lot 5 - Site Furnishings Category Discounts	Required if bidding on this lot	No	Yes	No
Lot 6 - Early Childhood Aides Category Discounts	Required if bidding on this lot	No	No	No
<b>Base Bid Pricing. Line Items Not Inclusive of All Catalog Items</b>				
Lot 1 Playground Equipment Items	Required if bidding on this lot	No Bid	Yes 184 Items	No Bid
Lot 2 Water Park Equipment Items	Required if bidding on this lot	No Bid	No Bid	No Bid
Lot 3 Skate Park Items	Required if bidding on this lot	No Bid	No Bid	No Bid
Lot 4 Shade, Shelter Structures	Required if bidding on this lot	Yes, have over 500 items, restrooms, SHOWER, PAVILION, replacement parts and accessories	Yes, USA Shade 18 shade structures items	Yes, have over 360 Shelters
Lot 5 - Site Furnishings	Required if bidding on this lot	No Bid	SEE KOMPAN PRICING F.2 Lot 1, Playgrounds	No Bid
Lot 6 - Early Childhood Aides	Required if bidding on this lot	No Bid	SEE KOMPAN PRICING F.2 Lot 1, Playgrounds	No Bid
Services	Optional	Only Item bid -Engineering Services - \$9025	Only Items are Engineering Services \$200 HR Playground inspection \$46 HR	No Bid
State Price Multiplier And Rates	Required for Construction Installation Freight	State Multiplier for Wages only CA; Cost Factors - yes - zero cost; Service/Labor Rate bid \$0.00; Construction Services -No Bid; Installation of Equipment -No Bid; Installation of Surface Materials No Bid	No pricing for State Multiplier for Wages; Description of Cost Factors Quoted per project; Service/Labor Rates - 2 are at no cost; 15 as Quoted per project; Construction Services only removal and disposal of existing equipment has a cost the balance of items are Quoted per project; Installation of Surface Materials all items Quoted per project. See exception in Form D Questionnaire.	No pricing for State Multiplier for Wages; Description of Cost Factors Quoted per project \$0.00 for cost and 0% for factors; Service/Labor Rates - all at no cost; Construction Services - No bid; Installation of Equipment -No Bid; Installation of Surface Materials - No Bid
Volume Discounts	OPTIONAL	No Bid	Yes -\$100,000 to \$199,999.99 - 2%; \$200,000 to \$499,999.99 - 5%; \$500,000.00 and over -10%	No Bid

**ADDENDUM TO 2021-2024 SPECIAL BUY AGREEMENT BETWEEN ESUCC  
COOPERATIVE PURCHASING AND Securly Inc.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and **Securly Inc.** (“Contractor”) to the 2021-2024 Special Buy Agreement signed by the Cooperative on April 23, 2021 and by the Contractor on April 23, 2021. The Addendum is as follows:

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

<b>Product</b>	<b>Description</b>
e-hallpass by Securly - 1 year	1 YEAR subscription to Securly's e-hallpass. Securly's e-hallpass solution for digital hall passes including contactless hall passes, pass volume limits, and custom reports
Flex by Securly - 1 year	1 YEAR Subscription to Flex by Securly. With Flex, teachers can customize their offerings and students can select their choices on a daily basis while providing students with voice and choice.
Rhithm Premium by Securly - 1 year	1 YEAR subscription to Rhithm Premium by Securly. Rhithm uses simple evidence-based check-in assessments to proactively deliver short activities and video lessons promoting life skills and well-being. These check-ins also provide visibility into student wellness and empowers schools to leverage resources to best support students in need.
Observe by Securly - 1 year	1 YEAR subscription to Observe by Securly. Observe allows schools to easily record potentially lifesaving observed information about their students’ safety, mental health, and well-being that may otherwise go unrecorded.
Respond by Securly - 1 year	1 YEAR subscription to Respond by Securly. Securly's case management tool, allowing school administration to open and track cases in response to Aware alerts and student wellness levels. available as an optional add-on to Aware Premium.
Reveal by Securly - 1 year	1 YEAR subscription to Reveal. Securly's device impact measurement solution to help technology leaders understand the impact of their 1:1 device programs, visualize usage data and analytics, and identify budget opportunities.
Visitor by Securly - 1 year	1 YEAR subscription to Visitor by Securly. Streamlines and automates visitor management; provides background checks; can self-check with iPad; printer required for guest badges

Updated Product Names and Descriptions:

<b>Product</b>	<b>Description</b>
Aware by Securly - 1 year	1 YEAR subscription to Aware by Securly. Monitors all web traffic, searches, YouTube, Social Media, Gmail/Outlook, and Google Docs for cyber-bullying, violence, self-harm,




**Certificate Of Completion**

Envelope Id: 71DDF2A30175422CBA96695CC78CFFC7	Status: Completed
Subject: Complete with DocuSign: 2023-04-06 Securly Product Addendum to Special Buy Agreement (1).docx	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator: Michaelann Carlin michaelann.carlin@securly.com
Enveloped Stamping: Disabled	IP Address: 23.115.83.253
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

**Record Tracking**

Status: Original 4/28/2023 2:25:47 PM	Holder: Michaelann Carlin michaelann.carlin@securly.com	Location: DocuSign
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**Signer Events**

Signer Events	Signature	Timestamp
Michaelann Carlin michaelann.carlin@securly.com Director of Revenue Operations Securly, Inc. Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 23.115.83.253	Sent: 4/28/2023 2:26:06 PM Viewed: 4/28/2023 2:26:12 PM Signed: 4/28/2023 2:26:59 PM Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	4/28/2023 2:26:06 PM
Certified Delivered	Security Checked	4/28/2023 2:26:12 PM
Signing Complete	Security Checked	4/28/2023 2:26:59 PM
Completed	Security Checked	4/28/2023 2:26:59 PM

**Payment Events****Status****Timestamps**

## **INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING**

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Lincoln Electric System, commonly known as Lincoln Electric System. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Lincoln Electric System desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes

and ordering procedures;

WHEREAS, Lincoln Electric System commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

**2. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**3. Purpose.** The purposes of this Agreement are as provided in the Recitals and paragraph 6.

**4. Term.** This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

**5. Administration.** The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**6. Bids and Contracts.** Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own

purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

**7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

**8. Financing and Budgeting.** Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

**9. Expenses.** Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

**10. Taxes.** This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

**11. Nondiscrimination.** The Agencies 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.

**12. Employment Eligibility Verification.** The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration

verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**13. Termination.** Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

**14. Withdrawal.** An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

**15. Insurance.** Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

**16. Notice.** Each Agency 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 electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC  
Attn: Executive Director  
6949 South 110th Street  
LaVista, NE 68128

Lincoln Electric System:

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**17. Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

**18. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**19. Counterparts.** The Agencies 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 Agencies 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 Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

**20. Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

**21. Entire Agreement.** The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT  
COORDINATING COUNCIL**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Kraig Lofquist  
Executive Director

\_\_\_\_\_

**Lincoln Electric System**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESOLUTION**

WHEREAS, on May 2, 2023, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Lincoln Electric System to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC’s Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC’s Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ this 2nd day of May, 2023.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	_____	___	___
ESU 2:	_____	___	___
ESU 3:	_____	___	___
ESU 4:	_____	___	___
ESU 5:	_____	___	___
ESU 6:	_____	___	___

ESU 7: \_\_\_\_\_

ESU 8: \_\_\_\_\_

ESU 9: \_\_\_\_\_

ESU 10: \_\_\_\_\_

ESU 11: \_\_\_\_\_

ESU 13: \_\_\_\_\_

ESU 15: \_\_\_\_\_

ESU 16: \_\_\_\_\_

ESU 17: \_\_\_\_\_

ESU 18: \_\_\_\_\_

ESU 19: \_\_\_\_\_

Coop Directors report to ESUCC Board  
submitted by: Craig Peterson  
May 2, 2023

**1. Consent Agenda Items for Coop**

**a. Approve Special Buy agreement with SchoolsPLP**

i. SchoolsPLP is an NCAA accredited comprehensive digital PreK-12 Teaching & Learning Platform that allows schools to easily plan and deliver online, hybrid, and blended learning options for students.

ii. [Course Catalog](#)

1. Synchronous
2. Asynchronous
3. Contemporary
4. Mastery
5. Credit Recovery
6. Career and Electives
7. CTE and Electives
8. Computer Science
9. Blended
10. AP Courses
11. World Languages
12. Mathspace
13. Test Prep

**b. Approve Special Buy agreement with Nearpod.**

i. New agreement with Nearpod to clean up some of the addendums over time

**c. Approve AEPA 2021.5, 2021.75 and 2022.5 Extensions** (Contracts will be sent out by AEPA in May to member states, there are no attachments but Legal will review before we sign)

- i. 021.5B - BMS Cat LLC
- ii. 021.5B - ServiceMaster of St. Cloud, Inc.
- iii. 021.5B - Signal Restoration Services
- iv. 021.5C - E-Rate Consulting Services
- v. 021.5C - E-Rate Elite Services Inc.
- vi. 021.5C - Kellogg & Sovereign Consulting
- vii. 021.5C - Solix, Inc.
- viii. 021.5C -Tel/Logic Inc. dba E-Rate Central
- ix. 021.5D - Kajeet Inc.
- x. 021.75 - Carrier Corp.
- xi. 021.75 - Flaghouse, Inc.
- xii. 2022.5-B - Blick Art Materials
- xiii. 2022.5-B - Midwest Technology Products
- xiv. 2022.5-B - Pitsco Education, LLC
- xv. 2022.5-C - Hubert

- d. **Approve AEPA 2023.5 solicitation contracts** (Contracts will be sent out by AEPA in May to member states, there are no attachments but Legal will review before we sign)
  - i. 2023.5-B - WV Kompan, Inc.
  - ii. 2023.5-B - RCP Shelters
  - iii. 2023.5 - Romtec, Inc.
- e. **Approve Addendum to Special Buy agreement with Securly**
  - i. Removing some old product and adding new

**2. Annual/Paper Buy**

a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to 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. **2023 ESUCC-Annual Buy**

i. 2022 ESUCC- Annual Buy

1. Annual Buy closed on April 6. Orders sent to vendors in the amount of \$2,030,454.31 This is down \$274,491.54 from 2022 totals. Some reasons for this may be due to:

- 2nd largest vendor not bidding
- Less items in the catalog
- unknown supply chain issues in December when bid was due and vendors padded the bid to protect themselves
- unknown inflation costs
- shipping and handling cost increases
- labor issues

2023 - \$2,030,454.31

2022 - \$2,304,945.85

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. **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
2023	\$24,033.3	\$317,186.19	\$1,114,342.91	\$2,374,226.43	\$3,829,788.88

**c. Annual Renewals – currently collecting orders**

**i. Deadline May 15**

1. Swank Motion Pictures – Movie Licensing
  - a. 131 orders \$124,208 in orders to date (April 28)
2. World Book – Updated Encyclopedia, Rule 10
  - a. 76 orders \$88,152 in orders to date (April 28)

**ii. Deadline June 15**

1. Infobase
  - a. \$0.44 per student pricing tier (Lowest price has been locked in)
  - b. 8 orders \$32,002 in orders to date (ESU 18/LPS only ESU to date that has placed an order)
2. Securly
  - a. Securly – Internet Filtering
    - i. 29 orders \$37,745 in orders to date

**iii. Deadline June 28**

1. Abobe
  - a. 61 orders \$38,300 in orders to date

**d. 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.

**i. Spring Meeting in Omaha this year April 24-26**

1. Omaha and Lincoln Public Schools attended the meetings. I think it was informative for both districts and Lincoln made the comment that they didn't realize how much was available to them through AEPA.
    - a. Vendor Round tables – Each state had 15 minutes with each vendor to discuss the contract, discounts and how it is structured. We had the opportunity to ask questions of the vendors and/or address any concerns.
  2. We have discussed the idea of taking one to two Schools or ESUs to the Spring meeting so they can participate in vendor round tables and be more informed about AEPA vendor partners. We are open to ideas on how to identify or select a single entity each year and then share out to others.
- ii. MVP Awards
1. **Relationship Excellence**-recognizes excellence in stakeholder engagement strategies that proactively support opportunities for co-discovery, intimacy, trust-building, collaboration, brainstorming, solution development, and other activities that support the mission of AEPA. Nomination was made by Pitsco Education because of the cross department/project collaboration in ESUCC to include Coop, Technology, Distance Learning, Business Manager, and Administration.
  2. **Quality and Innovation Award**-This award recognizes outstanding projects, campaigns, and innovations in the fields of digital media and communications.
  3. Nebraska received an honorable mention in Sales Growth for a 44% increase in sales. Last year's growth in AEPA was 78%. We have seen 122% growth in AEPA in the last two years.
  4. Summary of 2022 Sales Reports
    - a. AEPA Total Sales (All Vendors) \$783,434,424.64, up \$71,358,024 from last year
    - b. ESUCC has 65 signed contracts with AEPA vendors
    - c. ESUCC Total Sales (All Vendors January 1 – December 31, 2022) \$10,772,654.19 up \$3.3M from last year (\$205,897.77 in revenue, up \$88,566.75 from last year)
    - d. ESUCC AEPA Sales by year
      - i. 2022 - \$10,772,654.19
      - ii. 2021 - \$7,447,503.37
      - iii. 2020 - \$4,180,171.03
      - iv. 2019 - \$4,403,767.45
      - v. 2018 - \$2,871,349.94
      - vi. 2017 - \$2,788,912.01
      - vii. 2016 - \$4,475,183.62
      - viii. 2015 - \$5,251,199.72
    - e. AEPA all Vendor Sales by year
      - i. 2022 - \$783,434,424.64

- ii. 2021 - \$712,076,400.71 (Goal of \$619 Million by 2023 met 2 years in advance)
    - iii. 2020 - \$606,964,156.43
    - iv. 2019 - \$520,303,356
    - v. 2018 - \$461,233,534
    - vi. 2017 - \$470,020,597
    - vii. 2016 - \$471,937,671
    - viii. 2015 - \$463,452,183
  - f. Nebraska ranks 19th out of 29 states in Sales, up from 25th last year.
  - g. CDW-G ranks 1st out of 63 vendors in Sales with \$255,205,463.64
- 5. Assessments to be paid to AEPA
  - a. \$6,270.43
  - b. Calculation (Yearly Sales \* .00035) + \$2,500 Fixed Assessment
- iii. **Future AEPA Meetings**
  - 1. Regular Meeting - November 27-29, 2023 – Anaheim, CA
  - 2. Annual Meeting - April 22-24, 2024 - Greenville, SC
  - 3. Regular Meeting - December 2-4, 2024 - Orlando FL

### 3. Marketing

- a. 12 Campaigns sent since April 3rd –Please share the list with your Superintendents. Open rates are trending upwards of 40% for most campaigns.
  - i. [2023 Annual Buy Deadline - 3 Days](#) – 44.7% open rate
  - ii. [Pitsco March- New Partner, ISprowt!](#) – 39.2% open rate
  - iii. [2023 Annual Buy Deadline - Last Call](#) – 41.3% open rate
  - iv. [School Health - Bundle, Save, And Stay In Compliance](#) – 40.4% open rate
  - v. [Best Plumbing - April 2023 New Items](#) – 42.1% open rate
  - vi. [Capstone - Capstone Connect - Aligned To NE Standards](#) – 39.5% open rate
  - vii. [Busch Systems - Diversion In Cafeteria Spaces](#) – 39.1% open rate
  - viii. [SCHOOL INFECTION PREVENTION & CONTROL TRAINING](#) – 40.4% open rate
  - ix. [Midwest Technology - Metalwork](#) – 40.8% open rate
  - x. [Newsela - Newsela Lite](#) –36.8% open rate
  - xi. [Just Right Reader - May 2nd Webinar](#) – 34.6% open rate
  - xii. [Linewize - Supporting IT Leaders](#) – 29.8% open rate
- b. If users have previously unsubscribed from receiving these emails then you can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

### 4. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** School Specialty, Newsela, Nearpod, Assistive Technology Discussion, Hillyard, ESU 3 Coop, Infobase, Linewize, AEPA Website Committee,Apptegy

**May 2023**

**All Programs- Contract Sales**

**2022-23 Sales:** \$22,457,335.93 (July 2022-March 2022 *not final*)

**2021-22 Sales:** \$16,707,748.58 (July 2021-March 2022)

**Delta:** + \$6,329,382.14

**Food Program Sign Up Invitations Sent April 21, 2023**

- **289 Invites Sent**
- **50 Responses to date**
  - **40 Participating**
  - **10 Not Participating**