

ESUCC  
Coop Committee Meeting  
Wednesday, September 5, 2018, 10:00 AM  
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 10:03 AM.

Dr Kraig Lofquist:	Present
Mowinkel ESU 08:	Present
Shoemake ESU 06:	Absent
Gregg Robke (ESU 04):	Present
Dr Melissa Wheelock (ESU 10):	Present
Paul Calvert (ESU 15):	Present
Deb Paulman (ESU 16):	Present

1. Call to Order

2. Roll Call

3. Agenda Item

3.1. Consent Items

3.1.1. Approve Addendum to BetterLesson Special Buy Agreement Signed by Executive Director

3.1.2. Approve Addendum to Securly Special Buy

3.1.3. Approve Special Buy Agreement with Scholastic

3.1.4. Approve Special Buy Agreement with Newsela

3.1.5. Approve Annual Buy Terms & Conditions

3.1.6. Approve Interlocal with Cooperative Purchasing Connection (CPC) for the product Kajeet

3.2. Program Updates

3.2.1. Annual/Paper Buy

3.2.2. Specials Buys

3.2.3. AEPA

3.2.4. Coop Data

3.3. Coop Strategic Plan

4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

**ADDENDUM TO 2018-2021 SPECIAL BUY AGREEMENT BETWEEN ESUCC  
COOPERATIVE PURCHASING AND BetterLesson Inc.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and BetterLesson ("Contractor") to the 2018-2021 Special Buy Agreement signed by the Cooperative on April 20, 2018, and by the Contractor on March 29, 2018. The Addendum is as follows:

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

## **COACHING**

for classroom teachers, instructional leaders and professional learning communities (PLCs)

### **1.) TEACHER COACHING**

*Overview:*

Participants meet bi-weekly with a BetterLesson coach for a 1:1 virtual coaching session supported by our BetterLesson Lab software platform.

*Coaching Sessions focus on:*

- Using student data in the implementation of high-leverage, research-based instructional strategies
- Engaging in continuous iterative cycles to ensure strategies are optimizing student achievement
- Leveraging qualitative and quantitative teacher and student growth metrics to measure success

*Teachers receive:*

- Bi-weekly 1:1 virtual coaching sessions with a BetterLesson instructional coach
- On-demand email support and app-based coaching between sessions
- 1-year of access to the BetterLesson Lab, containing our Strategy Bank and growth tracking tools
- A digital growth portfolio capturing artifacts of student work and progress toward outcomes

### **2.) INSTRUCTIONAL LEADER COACHING**

*Overview:*

Participants meet bi-weekly with a BetterLesson coach for a 1:1 virtual coaching session supported by our BetterLesson Lab software platform. In addition, instructional leaders get flexible bonus coaching sessions to be used as best meets needs, e.g., joining teacher coaching sessions.

*Coaching Sessions focus on:*

- Identifying high leverage strategies to support the school's areas of need
- Supporting teachers to improve practice by giving meaningful and actionable feedback
- Implementing high-leverage, research-based systems to support teachers' use of student data/output
- Optimizing teacher achievement and helping to build a culture of learning among teachers

*Leaders receive:*

- Bi-weekly 1:1 virtual coaching sessions with a BetterLesson instructional coach
- Flexible bonus 1:1 virtual coaching sessions to target specific areas of need
- 1-year of access to the BetterLesson Lab, containing our Strategy Bank and growth tracking tools

### **3.) PLC COACHING**

*Overview:*

Coaching is our primary professional development offering for groups. Participants meet monthly with their group *and* a BetterLesson coach for a virtual coaching session supported by our BL Lab software platform. Note: For coaching sessions, *ALL* participants must videoconference from their own computers for ease of visual and audio communication with coach and team [believe us, we've tried it every other way! :) ].

*Coaching Sessions focus on:*

- Using student data in the implementation of high-leverage, research-based instructional strategies
- Engaging in continuous iterative cycles to ensure strategies are optimizing student achievement
- Leveraging qualitative and quantitative teacher and student growth metrics to measure success
- Collaborating with peers to share experiences and apply relevant concepts

*Teachers receive:*

- Monthly 1:1 virtual coaching sessions with a BetterLesson instructional coach
- Unlimited email support and app-based coaching between sessions
- 1-year of access to the BetterLesson Lab, containing our Strategy Bank and growth tracking tools
- A digital growth portfolio capturing artifacts of student work and progress toward outcomes

## WORKSHOPS

### 1.) TEACHER WORKSHOPS

*Overview:*

Workshops are small-scale professional development seminars using BetterLesson's uniquely personalized "learn-by-doing" approach. By "paying forward" the cost savings and leveraging the flexibility inherent to virtual work, we can meaningfully increase the personalization, bringing more expert coaching experience to participants. Virtual Workshops can be used as a standalone entity or to supplement other BetterLesson work. Teachers first engage in a day of focused study on a specific instructional strategy, pedagogical practice, or other high leverage focus area. Then 2-4 weeks after the workshop, each participant has a follow-up 1:1 virtual coaching session with a BL coach to reflect on the implementation of a selected strategy or practice.

*Workshops focus on:*

- Building understanding of a school/district focus area in a quick and concentrated manner
- Engaging with BetterLesson's vast resource library and documenting big ideas for continued work
- Collaborating with peers to share experiences and apply relevant concepts
- Experiencing a bite-sized sample of the breadth and impact of BetterLesson's professional development
- **FOCUS AREAS:** *Enhancing Learning with Technology, Social and Emotional Learning, Classroom Culture, Culturally-Responsive Teaching and Learning, Instructional Leadership Skill Building, Student-Centered Curriculum Implementation, Differentiation, Use of Data to Drive Instruction*

*Teachers receive:*

- Workshop: One-half day of concentrated study in a specified focus area
- Coaching: At least one follow-up 1:1 virtual coaching session with a BetterLesson instructional coach
- Ongoing Support: 1-year of access to the BetterLesson Lab, containing our Strategy Bank

### 2.) INSTRUCTIONAL LEADER WORKSHOPS

*Overview:*

Workshops are small-scale professional development seminars using BetterLesson's uniquely personalized "learn-by-doing" approach. By "paying forward" the cost savings and leveraging the flexibility inherent to

virtual work, we can meaningfully increase the personalization, bringing more expert coaching experience to participants. Virtual Workshops can be used as a standalone entity or to supplement other BetterLesson work. Instructional Leaders first engage in a day of focused study on a specific instructional strategy, pedagogical practice, or other focus area. Then 2-4 weeks after the workshop, each participant has a follow-up 1:1 virtual coaching session with a BetterLesson coach to reflect on the activity in his/her classrooms.

*Workshops focus on:*

- Maximizing understanding of instructional design and pedagogical techniques in a specific focus area
- Building confidence to create a vision for teacher growth and student success
- Collaborating with peers to share experiences and apply relevant concepts
- Selecting and prioritizing key learning targets that lead to sustainable outcomes
- **FOCUS AREAS:** *Enhancing Learning with Technology, Social and Emotional Learning, Classroom Culture, Culturally-Responsive Teaching and Learning, Instructional Leadership Skill Building, Student-Centered Curriculum Implementation, Differentiation, Use of Data to Drive Instruction*

*Leaders receive:*

- Workshop: One day of concentrated study in a specified focus area
- Coaching: At least one follow-up 1:1 virtual coaching session with a BetterLesson instructional coach
- Ongoing Support: 1-year of access to the BetterLesson Lab, containing our Strategy Bank

## **OTHER SERVICES**

for teachers, instructional leaders and PLCs

## **IN-PERSON LEARNING WALK/CLASSROOM OBSERVATIONS**

*Overview:*

In-Person Learning Walks are self-contained diagnostics used as a standalone entity or to supplement other BetterLesson work. Up to 2 participants will join a BetterLesson coach for one full day of observation of teaching and learning in action in multiple classrooms. The coach will summarize observations and help identify areas of strength and areas for improvement during a capstone coaching session at the end of the day.

## **BETTERLESSON LAB**

*Overview:*

The BetterLesson Lab is our online professional development platform. Instructional Leaders are given a unique login and answer questions about themselves, their teachers, and their pedagogy, enabling a custom Lab experience. Once logged into the platform, participants can review instructional designs and pedagogical techniques, select classroom outcomes that they would like to achieve, and study strategies to achieve those outcomes. *In addition to accessing strategies to help coaches grow their own coaching practice, coaches can access a wealth of resources to share with their teachers directly through the Lab.*

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

## COACHING

TEACHERS			
Duration per Teacher	1:1 Sessions	Price Per Teacher	10 Teacher Bundle
<b>School Year</b>	16	\$2,000	n/a
<b>Semester</b>	8	\$1,200	n/a
<b>4 Sessions</b>	4	\$675	\$4,000

TEACHER PLCs			
Teachers per PLC	Team Sessions	1:1 Sessions	Price Per PLC
<b>4-6 Teachers</b>	Monthly	2 per Participant	\$4,000
<b>Up to 3 Teachers</b>	Monthly	2 per Participant	\$2,550

LEADERS				
Duration per Leader	1:1 Sessions	Flex Sessions	Price Per Leader	3 Leader Bundle
<b>School Year</b>	16	10	\$3,000	n/a
<b>Semester</b>	8	5	\$2,100	n/a
<b>5 Sessions</b>	5	1	\$1,100	\$3,000

LEADER PLCs				
Leaders per PLC	Team Sessions	1:1 Sessions	Flex Sessions	Price Per PLC
<b>4-6 Leaders</b>	8	2 per Participant	2 per Participant	\$5,350
<b>Up to 3 Leaders</b>	8	2 per Participant	2 per Participant	\$3,850

**BL Lab:** All Coaching includes BetterLesson Lab access for participants for the full school year.

**Design Studio Add-on:** All Coaching includes the option of a Design Studio kick-off (only sold with Coaching). Pricing is \$4,000 for 1 day for 15 participants (+\$4,000 for +15 participants) and \$6,500 for 2 days for 15 participants (+\$6,500 for +15 participants).

## WORKSHOP

Workshops are professional development seminars using BetterLesson’s uniquely personalized “learn-by-doing” approach. By leveraging the flexibility inherent to virtual work and incorporating follow-up 1:1 implementation sessions, we can meaningfully increase the personalization of support for participants.

TEACHERS and TEACHER PLCs				
Teacher Count	Duration	On-Site Facilitation	Virtual Facilitation	Per Workshop
<b>Up to 30 Teachers</b>	1 Day	1 Coach/PSM	2-3 Coaches	\$5,800
<b>Up to 15 Teachers</b>	1 Day	1 Coach/PSM	1-2 Coaches	\$4,500
1:1 Follow-up Coaching Sessions				
+4 Sessions per Teacher		Delivered w/in 3 Months of Workshop		+ \$500 per Teacher
+2 Sessions per Teacher		Delivered w/in 2 Months of Workshop		+ \$275 per Teacher
+1 Session per Teacher		Delivered w/in 1 Month of Workshop		+ \$150 per Teacher

LEADERS and LEADER PLCs				
Leader Count	Duration	On-Site Facilitation	Virtual Facilitation	Per Workshop
<b>Up to 15 Leaders</b>	1 Day	1 Coach/PSM	2-3 Coaches	\$5,800
<b>Up to 8 Leaders</b>	1 Day	1 Coach/PSM	1-2 Coaches	\$4,500
1:1 Follow-up Coaching Sessions				
+4 Sessions per Leader		Delivered w/in 3 Months of Workshop		+ \$550 per Leader
+2 Sessions per Leader		Delivered w/in 2 Months of Workshop		+ \$300 per Leader
+1 Session per Leader		Delivered w/in 1 Month of Workshop		+ \$175 per Leader

**BL Lab:** All Workshops includes BetterLesson Lab access for participants for full school year.

**Additional Day:** Pricing for additional Workshop days is \$2,500 per 15 teachers per day or \$2,500 per 8 leaders per day.

## **OTHER SERVICES**

Other Services encompasses self-contained diagnostics and technology tools used as stand-alone entities or to supplement other BetterLesson work.

<b>TEACHERS</b>				
Product	Mode	Duration	Price	Notes
<b>Class Observation for 5 Teachers</b>	On-Site	1 Day	\$3,500	Includes Written Needs Assessment
<b>BL Lab for 1 Teacher</b>	Virtual	1 School Year	\$300	n/a

<b>LEADERS</b>				
Product	Mode	Duration	Price	Notes
<b>Learning Walk for 2 Leaders</b>	On-Site	1 Day	\$3,800	Includes Written Needs Assessment
<b>BL Lab for 1 Leader</b>	Virtual	1 School Year	\$450	n/a

All other terms and conditions of the 2017-2020 Special Buy Agreement shall remain in full force and effect.

**COOPERATIVE**

*David Ludwig*  
David Ludwig (Aug 14, 2018)

David Ludwig  
Executive Director

Executed on August 14, 2018

**CONTRACTOR**

*Alex Grodd*  
Alex Grodd (Aug 13, 2018)

Alex Grodd  
CEO

Executed on August 13, 2018











# 2018-08-10 Product Addendums to Special Buy Agreement

Adobe Sign Document History

08/14/2018

Created:	08/10/2018
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJfySxRF7pI7Y0rCQFSjrZiiF1leec4if

## "2018-08-10 Product Addendums to Special Buy Agreement" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)  
08/10/2018 - 12:04:13 PM PDT- IP address: 162.127.11.100
-  Document emailed to Alex Grodd (steve.sandak@betterlesson.com) for signature  
08/13/2018 - 5:38:30 AM PDT
-  Document viewed by Alex Grodd (steve.sandak@betterlesson.com)  
08/13/2018 - 6:10:32 AM PDT- IP address: 66.249.88.76
-  Document e-signed by Alex Grodd (steve.sandak@betterlesson.com)  
Signature Date: 08/13/2018 - 11:38:39 AM PDT - Time Source: server- IP address: 50.224.187.146
-  Document emailed to David Ludwig (dludwig@esucc.org) for signature  
08/13/2018 - 11:38:40 AM PDT
-  Document viewed by David Ludwig (dludwig@esucc.org)  
08/13/2018 - 2:09:20 PM PDT- IP address: 66.87.143.167
-  Document e-signed by David Ludwig (dludwig@esucc.org)  
Signature Date: 08/14/2018 - 7:20:07 AM PDT - Time Source: server- IP address: 205.202.253.253
-  Signed document emailed to CRAIG PETERSON (craig.peterson@esucc.org), Alex Grodd (steve.sandak@betterlesson.com) and David Ludwig (dludwig@esucc.org)  
08/14/2018 - 7:20:07 AM PDT

**ADDENDUM TO 2018-2020 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 2018-2020 Special Buy Agreement signed by the Cooperative on May 9, 2018 and by the Contractor on May 3, 2018. The Addendum is as follows:

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

Securly, Inc. is offering all schools that participated in a one-year purchase for \$2.75/license to sign a quote with Securly to extend this to a 3-year commitment, to be ordered/billed annually.

By signing up for a 3-year agreement, Securly is offering Year 2 and Year 3 orders at \$1.75/license.

This is in part due to Omaha Public SD coming onboard, and a miscommunication about fees related to annual payments.

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

Securly, Inc. is offering all schools that participated in a one-year purchase for \$2.75/license to sign a quote with Securly to extend this to a 3-year commitment, to be ordered/billed annually.

By signing up for a 3-year agreement, Securly is offering Year 2 and Year 3 orders at \$1.75/license.

This is in part due to Omaha Public SD coming onboard, and a miscommunication about fees related to annual payments.

All other terms and conditions of the 2018-2020 Special Buy Agreement are unchanged.

**COOPERATIVE**

**CONTRACTOR**

\_\_\_\_\_  
David Ludwig  
Executive Director

\_\_\_\_\_  
Joe Meldrich  
Regional Sales Executive

Executed on August \_\_\_\_, 2018

Executed on August \_\_\_\_, 2018



## **2018-2021 SPECIAL BUY AGREEMENT**

THIS AGREEMENT is entered into by and between the ESUCC and **Scholastic Inc.** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 245 school districts and more than 300,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to ESUCC 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 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 **September 1,** 2018 ("Effective Date") and shall continue until 12:00 midnight (CST) on August 31, 2019, 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 ESUCC 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 ESUCC or its Members who are authorized with login credentials by ESUCC 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 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 ESUCC, 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 ESUCC under the direction of the ESUCC 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 ESUCC and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
  - (2) Consult with ESUCC and Members regarding its response;

(3) Cooperate with ESUCC'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 ESUCC's or a Member's request, provide them with a copy of its response.

## **7. Termination.**

A. ESUCC may terminate this Agreement in whole or part if funding from federal, state, or other sources for ESUCC 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. ESUCC shall notify the Contractor as soon as practicable if funds to meet ESUCC's or Members' obligations become unavailable. The determination of ESUCC 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. ESUCC 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. ESUCC 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 ESUCC all papers, materials and other property

of ESUCC then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to ESUCC.

**8. Indemnification.**

A. The Contractor hereby waives and agrees to indemnify and save harmless 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 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 ESUCC representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling ESUCC to terminate this Agreement immediately.

**10. Public Records.** The Contractor acknowledges that ESUCC 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.** ESUCC does not endorse the goods or services of the Contractor. Except for listing ESUCC 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 ESUCC.
- 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 ESUCC, ESU, or Member premises or at 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 ESUCC, ESU, or Member property or at ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC, ESU, or Member premises or at ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. ESUCC 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 an 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:  
13-1824190
- 17. Sales Tax.** ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. 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:

ESUCC: ESU Coordinating Council  
Attn: Craig Peterson  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel  
KSB School Law, PC, LLO  
Cornhusker Plaza  
301 South 13th Street, Suite 210  
Lincoln, NE 68508

Contractor: Toni Abrahams  
Scholastic Inc.  
90 Old Sherman Turnpike  
Danbury, CT 06810  
Fax- 866-560-6930

With a copy to:  
Linda M. Gadsby, Esq.  
Scholastic Inc.  
The Scholastic Building  
557 Broadway (Entrance at 130 Mercer St).  
New York, NY 10012  
Fax 212-343-6965

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, or ESUCC 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 ESUCC, 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 ESUCC.

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 my 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. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Vendor Software License Agreement

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

**ESUCC**

By: \_\_\_\_\_  
Name: David Ludwig  
Title: Executive Director  
Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

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

Scholastic Education will offer instructional libraries and digital subscription products under this agreement at a 10% discount.

General product groups offered are:

#### Print Libraries

1. Guided Reading Content Area Libraries, 2<sup>nd</sup> Edition
2. Guided Reading Fiction Focus Libraries
3. Guided Reading Non-Fiction Focus, 2<sup>nd</sup> Edition
4. Guided Reading Text Types
5. Guided Reading Short Reads Fiction and Non-Fiction
6. Guided Reading en Español
7. Scholastic EDGE
8. LitCamp
9. Next Steps Guided Reading Assessment
10. Summer Reading Take Home Packs

#### Digital Subscriptions

11. Core Clicks Digital Subscription
12. Storia Digital Subscription
13. Ooka Island Digital Subscription
14. W.O.R.D. Digital Subscription

#### Professional Development Services

15. Dr. K. Mapp Workshop Series Family Engagement Essential Ingredient For Student/School Pd Workshop

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

TITLE	ITEM #	QTY	LIST PRICE	FINAL PRICE - 10% OFF
<b>Guided Reading Fiction Focus, 2nd Edition</b>				
GUIDED READING FICT FOCUS A-Z	6HJ-514486		\$ 8,995.95	\$ 8,096.35
GUIDED READING FICT FOCUS LVL A	6HJ-516878		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL B	6HJ-516879		\$ 425.95	\$ 383.35
GUIDED READING FICT FOCUS LVL C	6HJ-516880		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL D	6HJ-516881		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL E	6HJ-516882		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL F	6HJ-516883		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL G	6HJ-516884		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL H	6HJ-516885		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL I	6HJ-516886		\$ 425.95	\$ 383.35
GUIDED READING FICTION FOCUS LEVEL J	6HJ-516887		\$ 437.95	\$ 394.15
GUIDED READING FICTION FOCUS LEVEL K	6HJ-516888		\$ 437.95	\$ 394.15
GUIDED READING FICTION FOCUS LEVEL L	6HJ-516889		\$ 437.95	\$ 394.15
GUIDED READING FICTION FOCUS LEVEL M	6HJ-516890		\$ 437.95	\$ 394.15
GUIDED READING FICTION FOCUS LEVEL N	6HJ-516891		\$ 437.95	\$ 394.15
GUIDED READING FICTION FOCUS LEVEL O	6HJ-516892		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL P	6HJ-516893		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL Q	6HJ-516894		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL R	6HJ-516895		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL S	6HJ-516896		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL T	6HJ-516897		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL U	6HJ-516898		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL V	6HJ-516899		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LEVEL W	6HJ-516900		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LVL X	6HJ-516901		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LVL Y	6HJ-516902		\$ 449.00	\$ 404.10
GUIDED READING FICTION FOCUS LVL Z	6HJ-516903		\$ 449.00	\$ 404.10
<b>Guided Reading Text Types</b>				
GUIDED READING TEXT TYPES A-Z	6HJ-526369		\$ 8,995.95	\$ 8,096.35
GUIDED READING TEXT TYPES LEVEL A	6HJ-532080		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL B	6HJ-532081		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL C	6HJ-532082		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL D	6HJ-532083		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL E	6HJ-532084		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL F	6HJ-532085		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL G	6HJ-532086		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL H	6HJ-532087		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL I	6HJ-532088		\$ 425.95	\$ 383.35
GUIDED READING TEXT TYPES LEVEL J	6HJ-532089		\$ 437.95	\$ 394.15
GUIDED READING TEXT TYPES LEVEL K	6HJ-532090		\$ 437.95	\$ 394.15
GUIDED READING TEXT TYPES LEVEL L	6HJ-532091		\$ 437.95	\$ 394.15
GUIDED READING TEXT TYPES LEVEL M	6HJ-532092		\$ 437.95	\$ 394.15
GUIDED READING TEXT TYPES LEVEL N	6HJ-532093		\$ 437.95	\$ 394.15
GUIDED READING TEXT TYPES LEVEL O	6HJ-532094		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL P	6HJ-532095		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL Q	6HJ-532096		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL R	6HJ-532098		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL S	6HJ-532099		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL T	6HJ-532100		\$ 449.00	\$ 404.10

GUIDED READING TEXT TYPES LEVEL U	6HJ-532101		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL V	6HJ-532102		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL W	6HJ-532103		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL X	6HJ-532104		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL Y	6HJ-532105		\$ 449.00	\$ 404.10
GUIDED READING TEXT TYPES LEVEL Z	6HJ-532106		\$ 449.00	\$ 404.10
<b>Guided Reading Nonfiction Focus, 2nd Edition</b>				
GUIDED READING NON FICTION FOCUS REVISED A-Z	6HJ-551925		\$ 8,995.95	\$ 8,096.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL Z	6HJ-562139		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL Y	6HJ-562140		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL X	6HJ-562141		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL W	6HJ-562142		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL V	6HJ-562143		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL U	6HJ-562144		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL T	6HJ-562145		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL S	6HJ-562146		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL R	6HJ-562147		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL Q	6HJ-562148		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL P	6HJ-562149		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL O	6HJ-562150		\$ 449.00	\$ 404.10
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL N	6HJ-562151		\$ 437.95	\$ 394.15
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL M	6HJ-562152		\$ 437.95	\$ 394.15
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL L	6HJ-562153		\$ 437.95	\$ 394.15
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL K	6HJ-562154		\$ 437.95	\$ 394.15
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL J	6HJ-562155		\$ 437.95	\$ 394.15
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL I	6HJ-562156		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL H	6HJ-562157		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL G	6HJ-562158		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL F	6HJ-562159		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL E	6HJ-562161		\$ 425.95	\$ 383.35

GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL D	6HJ-562162		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL C	6HJ-562163		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL B	6HJ-562164		\$ 425.95	\$ 383.35
GUIDED READING NON FICTION FOCUS 2ND EDITION LEVEL A	6HJ-562165		\$ 425.95	\$ 383.35
<b>Guided Reading Content Area, 2nd Edition</b>				
GUIDED READING CONTENT AREA 2ND EDITION LEVEL A	6HJ-805736		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL B	6HJ-805737		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL C	6HJ-805739		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL D	6HJ-805740		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL E	6HJ-805741		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL F	6HJ-805743		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL G	6HJ-805745		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL H	6HJ-805747		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL I	6HJ-805748		\$ 425.95	\$ 383.35
GUIDED READING CONTENT AREA 2ND EDITION LEVEL J	6HJ-805749		\$ 437.95	\$ 394.15
GUIDED READING CONTENT AREA 2ND EDITION LEVEL K	6HJ-805750		\$ 437.95	\$ 394.15
GUIDED READING CONTENT AREA 2ND EDITION LEVEL L	6HJ-805751		\$ 437.95	\$ 394.15
GUIDED READING CONTENT AREA 2ND EDITION LEVEL M	6HJ-805752		\$ 437.95	\$ 394.15
GUIDED READING CONTENT AREA 2ND EDITION LEVEL N	6HJ-805753		\$ 437.95	\$ 394.15
GUIDED READING CONTENT AREA 2ND EDITION LEVEL O	6HJ-805754		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL P	6HJ-805755		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL Q	6HJ-805756		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL R	6HJ-805757		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL S	6HJ-805758		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL T	6HJ-805759		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL U	6HJ-805760		\$ 449.00	\$ 404.10

GUIDED READING CONTENT AREA 2ND EDITION LEVEL V	6HJ-805761		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL W	6HJ-805762		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL X	6HJ-805763		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL Y	6HJ-805764		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION LEVEL Z	6HJ-805765		\$ 449.00	\$ 404.10
GUIDED READING CONTENT AREA 2ND EDITION A-Z (ORANGE)	6HJ-805766		\$ 8,995.95	\$ 8,096.35
<b>Guided Reading en Español</b>				
GUIDED READING ESPANOL LVLS 1-12 COMPLETE PROGRAM	6HJ-966911		\$ 2,264.00	\$ 2,037.60
GUIDED READING ESPANOL LVLS 1-3 GRADE K-1	6HJ-969264		\$ 579.00	\$ 521.10
GUIDED READING ESPANOL LVLS 4-6 GRADE 1-2	6HJ-969265		\$ 579.00	\$ 521.10
GUIDED READING ESPANOL LVLS 7-9 GRADE 2	6HJ-969266		\$ 579.00	\$ 521.10
GUIDED READING ESPANOL LVLS 10-12 GRADE 3	6HJ-969267		\$ 579.00	\$ 521.10
<b>Guided Reading Short Reads Nonfiction</b>				
GR SHORT READS GR K (LVLS A-D)	6HJ-581196		\$ 485.00	\$ 436.50
GR SHORT READS GR 1 (LVLS A-I)	6HJ-581197		\$ 1,089.00	\$ 980.10
GR SHORT READS GR 2 (LVLS E-N)	6HJ-581198		\$ 1,210.00	\$ 1,089.00
GR SHORT READS GR 3 (LVLS J-Q)	6HJ-581199		\$ 969.75	\$ 872.77
GR SHORT READS GR 4 (LVLS M-T)	6HJ-581200		\$ 969.75	\$ 872.77
GR SHORT READS GR 5 (LVLS Q-W)	6HJ-581201		\$ 845.95	\$ 761.35
GR SHORT READS GR 6 (LVLS T-Z)	6HJ-581202		\$ 845.95	\$ 761.35
GR SHORT READS COMPLETE SET	6HJ-581203		\$ 2,999.00	\$ 2,699.10
<b>Guided Reading Short Reads Fiction</b>				
GR SHORT READS FICTION GR K (LVLS A-D)	6HJ-803527		\$ 485.00	\$ 436.50
GR SHORT READS FICTION GR 1 (LVLS A-I)	6HJ-803528		\$ 1,089.00	\$ 980.10
GR SHORT READS FICTION GR 2 (LVLS E-N)	6HJ-803530		\$ 1,210.00	\$ 1,089.00
GR SHORT READS FICTION GR 3 (LVLS J-Q)	6HJ-803531		\$ 969.75	\$ 872.77
GR SHORT READS FICTION GR 4 (LVLS M-T)	6HJ-803532		\$ 969.75	\$ 872.77
GR SHORT READS FICTION GR 5 (LVLS Q-W)	6HJ-803533		\$ 845.95	\$ 761.35
GR SHORT READS FICTION GR 6 (LVLS T-Z)	6HJ-803534		\$ 845.95	\$ 761.35
GR SHORT READS FICTION COMPLETE SET (LEVELS A-Z)	6HJ-803536		\$ 2,999.00	\$ 2,699.10
<b>Guided Reading Short Reads Nonfiction &amp; Lecturas Cortas</b>				
GUIDED READING ENGLISH SPANISH SHORT READS COMPLETE SET LEVELS A-Z	6HJ-592126		\$ 5,562.95	\$ 5,006.65
GR LECTURAS CORTAS GR K (LVLS A-D) ENGLISH/SPANISH	6HJ-589031		\$ 829.00	\$ 746.10
GR LECTURAS CORTAS GR 1 (LVLS A-I) ENGLISH/SPANISH	6HJ-589033		\$ 1,792.95	\$ 1,613.65
GR LECTURAS CORTAS GR 2 (LVLS E-N) ENGLISH/SPANISH	6HJ-589035		\$ 2,112.95	\$ 1,901.65
GR LECTURAS CORTAS GR 3 (LVLS J-Q) ENGLISH/SPANISH	6HJ-589038		\$ 1,791.95	\$ 1,612.75
GR LECTURAS CORTAS GR 4 (LVLS M-T) ENGLISH/SPANISH	6HJ-589040		\$ 1,791.95	\$ 1,612.75

GR LECTURAS CORTAS GR 5 (LVLS Q-W) ENGLISH/SPANISH	6HJ-589042		\$ 1,652.95	\$ 1,487.65
GR LECTURAS CORTAS GR 6 (LVLS T-Z) ENGLISH/SPANISH	6HJ-589044		\$ 1,652.95	\$ 1,487.65
<b>Next Step Guided Reading Assessment</b>				
NEXT STEP GUIDED READING ASSESSMENT: GRADES 3-6	6HJ-544267		\$ 700.00	\$ 472.50
NEXT STEP GUIDED READING ASSESSMENT: GRADES K-2	6HJ-544268		\$ 700.00	\$ 472.50
<b>Scholastic EDGE</b>				
SCHOLASTIC EDGE GRADE K	6HJ-824083		\$ 2,221.15	\$ 2,221.15
SCHOLASTIC EDGE GRADE 1	6HJ-824084		\$ 2,548.35	\$ 2,548.35
SCHOLASTIC EDGE GRADE 2	6HJ-824085		\$ 2,548.35	\$ 2,548.35
SCHOLASTIC EDGE GRADE 3	6HJ-824086		\$ 2,591.05	\$ 2,591.05
SCHOLASTIC EDGE GRADE 4	6HJ-824087		\$ 2,591.05	\$ 2,591.05
SCHOLASTIC EDGE GRADE 5	6HJ-824088		\$ 2,591.05	\$ 2,591.05
SCHOLASTIC EDGE GRADE 6	6HJ-824089		\$ 2,548.35	\$ 2,548.35
SCHOLASTIC EDGE GRADES K-6	6HJ-824090		\$ 8,995.50	\$ 8,995.50
<b>LitCamp</b>				
LITCAMP GR K LIBRARY	6HJ-804676		\$ 695.00	\$ 625.50
LIT CAMP GR 1 LIBRARY	6HJ-804681		\$ 695.00	\$ 625.50
LITCAMP GR 2 LIBRARY	6HJ-804685		\$ 695.00	\$ 625.50
LITCAMP GR 3 LIBRARY	6HJ-804691		\$ 695.00	\$ 625.50
LITCAMP GR 4 LIBRARY	6HJ-804695		\$ 695.00	\$ 625.50
LITCAMP GR 5 LIBRARY	6HJ-804698		\$ 695.00	\$ 625.50
LITCAMP GRADE 6-7 LIBRARY	6HJ-819571		\$ 761.95	\$ 685.75
LITCAMP GRADE 7-8 LIBRARY	6HJ-819572		\$ 772.95	\$ 695.65
LITCAMP GRADE 8-9 LIBRARY	6HJ-819573		\$ 794.95	\$ 715.45
<b>Summer Reading Packs: English</b>				
SUMMER FIC GR PRE K 2018 (5)	6HJ-816935		\$ 23.95	\$ 21.55
SUMMER NF GR PRE K 2018 (5)	6HJ-816936		\$ 23.95	\$ 21.55
SUMMER GR PRE K 2018 (10)	6HJ-816937		\$ 39.95	\$ 35.95
SUMMER FIC GR K 2018 (5)	6HJ-816938		\$ 23.95	\$ 21.55
SUMMER NF GR K 2018 (5)	6HJ-816939		\$ 23.95	\$ 21.55
SUMMER GR K 2018 (10)	6HJ-816941		\$ 39.95	\$ 35.95
SUMMER FIC GR 1 2018 (5)	6HJ-816945		\$ 23.95	\$ 21.55
SUMMER NF GR 1 2018 (5)	6HJ-816946		\$ 23.95	\$ 21.55
SUMMER GR 1 2018 (10)	6HJ-816948		\$ 39.95	\$ 35.95
SUMMER FIC GR 2 2018 (5)	6HJ-816951		\$ 23.95	\$ 21.55
SUMMER NF GR 2 2018 (5)	6HJ-816952		\$ 23.95	\$ 21.55
SUMMER GR 2 2018 (10)	6HJ-816953		\$ 39.95	\$ 35.95
SUMMER FIC GR 3 2018 (5)	6HJ-816954		\$ 23.95	\$ 21.55
SUMMER NF GR 3 2018 (5)	6HJ-816955		\$ 23.95	\$ 21.55
SUMMER GR 3 2018 (10)	6HJ-816956		\$ 39.95	\$ 35.95
SUMMER FIC GR 4 2018 (5)	6HJ-816957		\$ 23.95	\$ 21.55
SUMMER NF GR 4 2018 (5)	6HJ-816958		\$ 23.95	\$ 21.55
SUMMER GR 4 2018 (10)	6HJ-816959		\$ 39.95	\$ 35.95
SUMMER FIC GR 5 2018 (5)	6HJ-816960		\$ 23.95	\$ 21.55
SUMMER NF GR 5 2018 (5)	6HJ-816961		\$ 23.95	\$ 21.55
SUMMER GR 5 2018 (10)	6HJ-816962		\$ 39.95	\$ 35.95
SUMMER FIC GR 6 2018 (5)	6HJ-816963		\$ 23.95	\$ 21.55
SUMMER NF GR 6 2018 (5)	6HJ-816964		\$ 23.95	\$ 21.55
SUMMER GR 6 2018 (10)	6HJ-816965		\$ 39.95	\$ 35.95
SUMMER FIC GR 7 2018 (5)	6HJ-816966		\$ 23.95	\$ 21.55

SUMMER NF GR 7 2018 (5)	6HJ-816967		\$ 23.95	\$ 21.55
SUMMER GR 7 2018 (10)	6HJ-816968		\$ 39.95	\$ 35.95
SUMMER FIC GR 8 2018 (5)	6HJ-816969		\$ 23.95	\$ 21.55
SUMMER NF GR 8 2018 (5)	6HJ-816970		\$ 23.95	\$ 21.55
SUMMER GR 8 2018 (10)	6HJ-816971		\$ 39.95	\$ 35.95
SUMMER FIC HS 2018 (5)	6HJ-826165		\$ 23.95	\$ 21.55
SUMMER NF HS 2018 (5)	6HJ-826166		\$ 23.95	\$ 21.55
SUMMER HS 2018 (10)	6HJ-826167		\$ 39.95	\$ 35.95
<b>DIGITAL CONTENT</b>				
<b>Storia School Edition Grades PreK-8</b>				
STORIA FULL LIST-SMALL SCHOOL (0-400 STUDENTS)	6HJ-823276		\$ 2,500.00	\$ 2,025.00
STORIA FULL LIST-MEDIUM SCHOOL (401-700 STUDENTS)	6HJ-823278		\$ 2,900.00	\$ 2,349.00
STORIA FULL LIST-LARGE SCHOOL (701+ STUDENTS)	6HJ-823279		\$ 3,500.00	\$ 2,835.00
STORIA PREK-GRADE 2 LIST-ALL SCHOOLS	6HJ-823280		\$ 1,500.00	\$ 1,215.00
STORIA GRADE 3RD TO 6TH LIST-ALL SCHOOLS	6HJ-823281		\$ 1,500.00	\$ 1,215.00
STORIA MIDDLE SCHOOL (6TH-8TH)	6HJ-823282		\$ 700.00	\$ 567.00
STORIA SPANISH	6HJ-823297		\$ 500.00	\$ 405.00
STORIA MIDDLE SCHOOL (7TH-8TH) ADD-ON ONLY	6HJ-823300		\$ 100.00	\$ 81.00
<b>Core-Clicks School Pricing Grades K-5</b>				
CORE CLICKS LESS THAN 30 STUDENTS	6HJ-828553		\$ 299.00	\$ 242.19
CORE CLICKS LESS THAN 100 STUDENTS	6HJ-828554		\$ 999.00	\$ 809.19
CORE CLICKS LESS THAN 250 STUDENTS	6HJ-828555		\$ 1,500.00	\$ 1,215.00
CORE CLICKS 250-500 STUDENTS	6HJ-828556		\$ 2,500.00	\$ 2,025.00
CORE CLICKS 500 OR MORE STUDENTS	6HJ-828557		\$ 3,000.00	\$ 2,430.00
<b>W.O.R.D. School Pricing Grades K-5</b>				
W.O.R.D.: SMALL SCHOOL (101-249 STUDENTS)	6HJ-832394		\$ 1,995.00	\$ 1,615.95
W.O.R.D.: MED SCHOOL (250 -499 STUDENTS)	6HJ-832395		\$ 2,995.00	\$ 2,425.95
W.O.R.D.: LARGE SCHOOL (500+ STUDENTS)	6HJ-832396		\$ 3,995.00	\$ 3,235.95
<b>Ooka Island School Pring Grades PreK-2</b>				
OOKA ISLAND SMALL SCHOOL (101-249 STUDENTS)	6HJ-832974		\$ 2,500.00	\$ 2,025.00
OOKA ISLAND MED/LARGE SCHOOL (250+ STUDENTS)	6HJ-832975		\$ 3,500.00	\$ 2,835.00
10% Discount Not Applicable to the following				
<b>Family and Community Engagement</b>				
DR. KAREN MAPP WORKSHOP SERIES	6HJ-813681		\$ 15,996.00	N/A

## EXHIBIT "C"

### SOFTWARE LICENSE AGREEMENT

Last Updated: November 5th, 2015

#### INSTITUTIONAL CUSTOMER AGREEMENT

This Institutional Customer Agreement (the "Agreement") is made as of the Effective Date (as defined below) by and between Customer (as defined below) and Scholastic Inc., located at 557 Broadway, New York, NY 10012, and/or any applicable affiliated entities set forth in an Order with respect to particular Licensed Products, each as defined below ("Scholastic"). This Agreement includes the Product Terms (as updated by Scholastic from time to time), which are currently available above (Product Terms) and are hereby incorporated into this Agreement by reference.

By accessing or using the Licensed Products (as defined below), or by otherwise indicating your acceptance of this Agreement (for example, by clicking "I Agree" or through another mechanism confirming your acceptance), Customer is agreeing to be bound by this Agreement, and you represent and warrant that you have the legal authority to bind Customer to this Agreement. Please note that your Internet browser will typically permit you to print or save a copy of this Agreement.

#### 1. Definitions.

- § 1.1 "Customer" means the institution or other legal entity identified on the applicable Order, or, if no legal entity is identified on such Order, then "Customer" means the legal entity on behalf of which the person identified on such Order is acting.
- § 1.2 "Customer Data" means user data (including Personally Identifiable Information), which may include student education record data, provided by or on behalf of Customer to Scholastic or received by Scholastic from Users in connection with the Licensed Products.
- § 1.3 "Customer Materials" means any data, information, content and materials provided by or on behalf of Customer to Scholastic, or submitted or otherwise posted or uploaded to the Licensed Products, which are used in connection with the Licensed Products, including, for example, technical information, functional specifications and Customer Data.
- § 1.4 "Effective Date" means the effective date of this Agreement, as set forth in the applicable Order.
- § 1.5 "Licensed Products" means those Scholastic products and services as set forth in the applicable Order.
- § 1.6 "Order" means the written (including electronic) ordering or registration materials applicable to this Agreement, subject to written acceptance of such materials by Scholastic in its discretion, and which are incorporated by reference into this Agreement upon such acceptance by Scholastic.
- § 1.7 "Personally Identifiable Information" means any information regarding or that identifies (or that could be used to identify) any individual, including, for example, any individual student or parent name, address, personal identifiers such as school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of an individual easily traceable, or any other information that is defined as personally identifiable or as "personal information" by applicable law.
- § 1.8 "Subscription Period" means, with respect to each Licensed Product, the applicable subscription time period set forth on the applicable Order.
- § 1.9 "Territory" means the territory set forth on the applicable Order.
- § 1.10 "User" means any individual who accesses or uses the Licensed Products.

2. Fees; Payment Terms. Customer will pay to Scholastic, for each Subscription Period,

the fees and other amounts for the Licensed Products as set forth on the applicable Order (the “Fees”) in accordance with the payment terms set forth therein.

□ **3. Licenses.**

○ **§ 3.1 Scholastic License Grant.** Subject to the terms and conditions of this Agreement, Scholastic hereby grants to Customer a limited, non-exclusive, non-sublicensable and nontransferable right for Customer to access and use the Licensed Products in the Territory, and to permit Users to access and use the Licensed Products in the Territory, solely for the personal, non-commercial use of Customer and such Users, and solely during each Subscription Period with respect to which Customer has paid to Scholastic all applicable Fees, subject to the terms and conditions of this Agreement and any other applicable terms and conditions, restrictions or instructions provided by Scholastic to Customer and/or any User, including any eligibility criteria for Users. At the end of each Subscription Period, Customer shall have sixty (60) calendar days to run any final, read-only usage reports for certain Customer Data with respect to the applicable Licensed Products. Following such sixty (60) calendar day period, Scholastic may delete or retain any or all Customer Materials associated with such Licensed Products, but Customer shall have no further access to any such retained Customer Materials, except as otherwise required by law. Any rights not expressly granted by Scholastic in this Agreement are expressly reserved to Scholastic.

○ **§ 3.2 Customer License Grant.** Customer, on behalf of Customer and each User, hereby grants to Scholastic a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable (through multiple tiers) and transferable license to reproduce, adapt, modify, create derivative works based upon, store, host, publish, display and perform (publicly or otherwise), distribute, maintain and otherwise retain, analyze and use the Customer Materials in connection with the Licensed Products and as otherwise permitted in this Agreement, in any format or media now known or hereafter developed. Customer understands and agrees that Scholastic may be accessing the Customer Materials, including Customer Data, in order to provide the Licensed Products and as otherwise permitted by this Agreement. For clarity, as between Customer and Scholastic, and subject to Section 3.3 below, Customer retains any ownership rights that Customer has in any Customer Materials.

○ **§ 3.3 Feedback.** Customer, on behalf of Customer and each User, agrees to assign and hereby does assign to Scholastic, and Scholastic shall exclusively own, all right, title and interest in any ideas, enhancement requests, feedback, recommendations, testimonials and other similar information related to the Licensed Products provided by or on behalf of Customer or any User, and acknowledges that Scholastic will have no confidentiality, fiduciary or other obligations with respect to any such information.

□ **4. Customer Obligations.**

○ **§ 4.1 Product Terms.** Customer must comply with the Product Terms, including Sections 4 (Rules of Conduct), 5 (Prohibited Materials) and 10 (Scholastic’s Proprietary Rights). Customer must also ensure that its Users comply with the Product Terms, and Customer shall be responsible for any User’s violation of the Product Terms. Any violation of the Product Terms by any User will be deemed a breach of this Agreement by Customer.

○ **§ 4.2 Security; Passwords.** Customer will take all reasonable security measures to prevent unauthorized access to the Licensed Products. Customer is responsible for all activities that occur under Customer’s or any User’s account in connection with the Licensed Products. Such accounts are non-transferable and are solely for the personal use of Customer or the applicable User to which such account is assigned. Customer agrees to immediately notify Scholastic of any unauthorized use of any such account, or any other actual or suspected breach of security or confidentiality with respect to any such account, and, in such event, Scholastic may terminate such account without liability and without limiting any other remedy under this Agreement or applicable law. Customer assumes all responsibility, liability and risk associated with the use of any Licensed Product feature that does not require passwords, with the failure of Customer or any User to set a password where there is

an option to do so, and with the level of strength or security of any password selected by Customer or any User.

○ **§ 4.3 Personally Identifiable Information.** Customer acknowledges and agrees that Personally Identifiable Information and other information collected by or on behalf of Scholastic in connection with the Licensed Products shall be governed by the Scholastic Privacy Policy (as updated from time to time), currently available at <http://www.scholastic.com/privacy.htm>, or as otherwise set forth in such Privacy Policy.

○ **§ 4.4 FERPA.** In the event that any Customer Materials contain Personally Identifiable Information, Customer agrees only to provide or otherwise make available to Scholastic such Customer Materials (a) in compliance with all applicable laws, rules, regulations and privacy policies (including the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99) (collectively, “FERPA”)) (collectively, including FERPA, “Applicable Law”), and (b) in accordance with all necessary permissions, rights and consents as required by and in full compliance with all Applicable Law. Both Scholastic and Customer acknowledge that FERPA imposes obligations and restrictions onto “educational institutions or agencies” (such as Customer), including with respect to the handling and disclosure of Personally Identifiable Information contained in the educational records Customer maintains regarding its students. With respect to any Customer Materials that may be accessed, obtained, received, extracted or otherwise used by Scholastic (or which may otherwise be disclosed in any manner to Scholastic by or on behalf of Customer), in individualized or aggregate form, in connection with the Licensed Products provided pursuant to this Agreement, Customer hereby: (1) acknowledges and agrees that Scholastic can rely, is relying and will continue to rely on Customer’s full compliance with the applicable obligations imposed by Applicable Law, as any such obligations may be amended or modified from time to time; and (2) expressly waives and releases Scholastic from and against any and all claims, actions, damages and liability arising in connection with Customer’s provision of such Customer Materials to Scholastic (and any required consents in connection therewith) and Scholastic’s receipt and use of such Customer Materials on behalf of Customer in accordance with the provisions of Applicable Law and the terms and conditions of this Agreement.

□ **5. Student Education Record Data.** Any student education record data contained in Customer Data (such data, “Student Data”) will remain the property of, and under the control of, Customer. Scholastic will use Student Data only to provide the Licensed Products and as otherwise specifically permitted by this Agreement, including as set forth in the Scholastic Privacy Policy. For purposes of this Section 5, “student education record data” does not include information that cannot be used to identify an individual student.

○ **§5.1 Access and Correction.** Any parent or legal guardian of a student who is under eighteen (18) years of age and any student who is at least eighteen (18) years of age may review Personally Identifiable Information in such student’s Student Data and correct erroneous information in such Student Data by contacting Customer.

○ **§5.2 Security.** Scholastic will use reasonable organizational, technical and administrative measures, including designation and training of responsible individuals, to protect the security and confidentiality of Student Data within Scholastic’s possession or control.

○ **§5.3 Unauthorized Disclosure.** In the event of unauthorized disclosure of Student Data while within the possession or control of Scholastic, Scholastic will notify Customer of such disclosure, and Customer will notify a parent or legal guardian of each affected student who is under eighteen (18) years of age and each affected student who is at least eighteen (18) years of age of such disclosure.

○ **§5.4 Termination.** Upon termination or expiration of this Agreement, to the extent required by applicable law, Scholastic will return to Customer all Student Data, or destroy the same, in accordance with such reasonable written instructions as may be given by Customer; however, except to the extent prohibited by applicable law, Scholastic may retain back-up and similar copies of Student Data that Scholastic is unable to destroy using commercially reasonable

measures. Upon Customer's written request, Scholastic will certify to Customer that Scholastic has destroyed such Student Data.

○ **§5.5 Advertising.** Scholastic will not use any Personally Identifiable Information contained in Student Data to engage in targeted advertising.

□ **6. Warranties.**

○ **§ 6.1 Mutual Warranties.** Each party hereby represents and warrants to the other party that: (a) it is a duly organized entity, validly existing and in good standing under the laws of the state of its formation; (b) it has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations under this Agreement; and (c) it is not subject to any contractual obligation that would reasonably be expected to interfere in any way with its full performance of its obligations under this Agreement.

○ **§ 6.2 Customer Warranties.** Customer represents and warrants that: (a) for all Customer Materials, and for all User access to and use of the Licensed Products, Customer is solely responsible for obtaining, and Customer hereby represents and warrants to Scholastic that it has previously obtained, all of the necessary and applicable rights, permissions and consents, including parental consents, to make available (and to permit Users and other third parties, such as Customer's third-party data hosting providers, to make available) the Customer Materials to Scholastic, and for Scholastic to use such Customer Materials in accordance with this Agreement, including Scholastic's use of Customer Data in accordance with the Scholastic Privacy Policy; (b) Customer is and will continue to be in compliance in all respects with all Applicable Law in connection with its and its Users' use of the Licensed Products; (c) the Customer Materials shall not include any Social Security Numbers; (d) Customer, and not Scholastic or any third party, is responsible for responding to any request from a parent or legal guardian of a User, or to any request from a User who is at least eighteen (18) years old, for access to, or other action with respect to, such User's Personally Identifiable Information or student education record data; and (e) all information provided by or on behalf of Customer in connection with any Order is and will remain complete and accurate.

□ **7. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5 ABOVE, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE DISCLAIMERS SET FORTH IN SECTION 12 OF THE PRODUCT TERMS, CURRENTLY AVAILABLE ABOVE HERE: PRODUCT TERMS SECTION 12.

□ **8. LIMITATION OF LIABILITY.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES TO BE BOUND BY THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 13 OF THE PRODUCT TERMS, CURRENTLY AVAILABLE ABOVE HERE: PRODUCT TERMS SECTION 13.

□ **9. Indemnity.** Except to the extent prohibited under applicable law, Customer agrees to defend, indemnify and hold harmless Scholastic and the Affiliated Entities (as defined in the Product Terms) from and against all claims, losses, costs and expenses (including reasonable attorneys' fees) arising out of (a) Customer's or any User's use of, or activities in connection with, the Licensed Products; and (b) any violation or alleged violation of any covenant, representation, warranty or other provision of this Agreement by Customer.

□ **10. Term; Termination.** The term of this Agreement commences on the Effective Date and shall continue until terminated as set forth herein. Scholastic may terminate this Agreement upon written notice to Customer if Customer breaches any term or condition of this Agreement, or upon written notice to Customer at any time if no Subscription Period is then in effect. Customer may terminate this Agreement upon thirty (30) days' prior written notice to Scholastic, subject to Customer's payment to Scholastic of all Fees set forth in this Agreement (including in all Orders). In addition, Scholastic may suspend any or all rights granted to Customer and/or any User under this Agreement at any time and without prior notice, including if Scholastic believes that Customer has violated this Agreement. For clarity, upon any termination of this Agreement, all rights granted to Customer and any Users under this Agreement (including under the Product Terms and any Orders) will automatically

cease. Sections 1, 2 (with respect to any Fees incurred under this Agreement prior to its termination), 3.2, 3.3, 4.1, 4.3, 4.4 and 5–13 shall survive any termination of this Agreement.

□ **11. Publicity.** No public statement, press release or other announcement relating to this Agreement, the Licensed Products or the other party shall be issued by either party hereunder, nor shall either party use any name, trademark or logo of the other party (which, with respect to Scholastic, includes the SCHOLASTIC mark and the Red Bar logo) without the prior written consent of such other party. Notwithstanding the foregoing, Scholastic may use Customer's name and logo in Scholastic's customer lists, including publicly available lists.

□ **12. Confidentiality.** Except as otherwise required by law, Customer acknowledges and agrees that the terms and conditions of this Agreement (including pricing and other terms of any Orders) shall be kept confidential by Customer at all times, and Customer shall not divulge such knowledge to any third party, or use such knowledge other than to fulfill Customer's obligations or exercise its rights under this Agreement, without Scholastic's prior written consent.

□ **13. Governing Law; Arbitration.** ANY DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING THE PRODUCT TERMS) OR ANY ASPECT OF THE RELATIONSHIP BETWEEN CUSTOMER AND SCHOLASTIC, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND EACH PARTY AGREES THAT IT IS WAIVING THE RIGHT TO TRIAL BY A JURY. EACH PARTY AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND EACH PARTY IS AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. Any in-person appearances requested by the arbitrator shall be held in New York County, New York. The arbitration decision shall be based upon the laws of New York State, without regard to its principles of conflicts of law. Arbitration proceedings shall be conducted in English and in a manner that preserves confidentiality. The arbitrator's decision will follow the provisions of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement or any other applicable agreement between us, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. For clarity, Section 15 of the Product Terms shall not apply to any dispute between Customer and Scholastic.

□ **14. Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between Customer and Scholastic. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. Customer may not assign, transfer or sublicense any or all of its rights or obligations under this Agreement without Scholastic's express prior written consent. Scholastic may assign, transfer, sublicense or subcontract any or all of its rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including the Product Terms and any Orders or other terms and conditions incorporated into this Agreement, is the entire

agreement between Customer and Scholastic relating to its subject matter, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between Customer and Scholastic relating to such subject matter. Notices to Customer (including notices of changes to this Agreement) may be made via posting to the Site (as defined in the Product Terms) or by e-mail (including in each case via links), or by regular mail. Notices to Scholastic shall be sent in writing by registered mail, return receipt requested, to: Scholastic Inc., 557 Broadway, New York, NY 10012, Attn: SVP, Corporate Finance; with a copy to: Scholastic Inc., 557 Broadway, New York, NY 10012, Attn: EVP & General Counsel. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Scholastic will not be responsible for any failure to fulfill any obligation due to any cause beyond its reasonable control. Solely to the extent of any irreconcilable conflict between any Order, this Customer Agreement and/or the Product Terms, the terms and conditions of the Customer Agreement shall govern, followed by the terms and conditions of the Product Terms followed by the terms and conditions of the Order.

Signature of Authorized person REQUIRED

For Licensee: \_\_\_\_\_ For Scholastic: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_



## **2018-2021 SPECIAL BUY AGREEMENT**

THIS AGREEMENT is entered into by and between the ESUCC and [REDACTED] ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 245 school districts and more than 300,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to ESUCC 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 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. In exchange for this administrative fee, ESUCC agrees to perform the obligations set forth in Exhibit D hereto.

4. **Term.** This Agreement is effective on [REDACTED], 2018 (“Effective Date”) and shall continue until 12:00 midnight (CST) on June 30, 2021, 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 ESUCC 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 ESUCC or its Members who are authorized with login credentials by ESUCC 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 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 ESUCC, 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 , if requested by the Member, destroyed or transferred to the ESUCC under the direction of the ESUCC when the Data are no longer needed for their specified purpose.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, in such Member's Data 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 Member-specific 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 ESUCC and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking one or more Members' Data;
  - (2) Consult with ESUCC and any impacted Members regarding its response;

- (3) Cooperate with ESUCC's and any impacted 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 ESUCC's or an impacted Member's request, provide them with a copy of its response.

## **7. Termination.**

A. ESUCC may terminate this Agreement in whole or part if funding from federal, state, or other sources for ESUCC 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. ESUCC shall notify the Contractor as soon as practicable if funds to meet ESUCC's or Members' obligations become unavailable. The determination of ESUCC 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. ESUCC 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. ESUCC 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.

**8. Indemnification.**

A. The Contractor hereby waives and agrees to indemnify and save harmless 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 if and to the extent they result from the gross negligence of the Contractor and are a direct consequence of the granting of this Agreement.

B. The Contractor shall, at its own expense, appear, defend and pay all charges of its attorneys and its costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against ESUCC or the ESUs in any such action, the Contractor shall, at its own expense, satisfy and discharge the same if and to the extent they result from the gross negligence of the Contractor and are a direct in consequence of the granting of this Agreement.

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 ESUCC representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling ESUCC to terminate this Agreement immediately.

**10. Public Records.** The Contractor acknowledges that ESUCC 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.

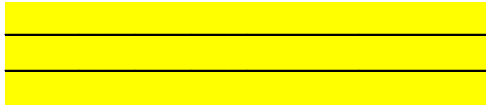
- 11. Publicity.** ESUCC does not endorse the goods or services of the Contractor. Except for listing ESUCC as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of ESUCC.
- 12. Drug/Alcohol/Tobacco/Weapons 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 ESUCC, ESU, or Member premises or at 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 ESUCC, ESU, or Member property or at ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC, ESU, or Member premises or at ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. ESUCC 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 an ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 15. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is:  

- 17. Sales Tax.** ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. 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) or electronic delivery. Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESU Coordinating Council  
Attn: Craig Peterson  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel  
KSB School Law, PC, LLO  
Cornhusker Plaza  
301 South 13th Street, Suite 210  
Lincoln, NE 68508

Contractor: 

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

**19. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or ESUCC 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 ESUCC, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 26. Assignment.** This Agreement binds the parties and their respective successors and assignees. Should the Contractor assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person it will notify ESUCC. At such time ESUCC shall have the right to terminate this agreement with no further obligation to Contractor.
- 27.**
- 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 ESUCC's rights and remedies set forth in this Agreement is not exhaustive. ESUCC's exercise of any right or remedy under this Agreement does not preclude the exercise of any other

right or remedy. All of the ESUCC'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 my 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. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Vendor Software License Agreement

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

**ESUCC**

By: \_\_\_\_\_  
Name: David Ludwig  
Title: Executive Director  
Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

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

<b>Newsela Software Product Skus</b>
Newsela PRO
Newsela PowerWords
Newsela SEL
Newsela Custom Collections
Newsela Partner Collections

<b>Newsela Service Product Skus</b>
Virtual (3 live webinar trainings)
Newsela Blended (1 in-person, 2 live webinar trainings)
Blended Plus (2 in-person, 1 live webinar training)
In-Person (3 in-person trainings)
Add-On Virtual Workshop
Add-On Consecutive In-Person Training (full day)
X-Small School One Virtual Pro Learning Session (Only for buildings with less than 150 students)
Small School Two Virtual Pro Learning Package (Only for buildings with 300 or fewer students)
Newsela PD Pass Service

**EXHIBIT "B"**

**1. Contractor’s Pricing**

Contractor’s Pricing Model under this Agreement is:

**Newsela PRO List Pricing**

**Building:**

License Type	Name	# of Students min	# of Students max	Price for PRO	Power Words Price	SEL List Price	Combined
Building	X-Small		149	\$1,000	\$500	\$500	\$2,000
Building	Small	150	299	\$2,500	\$1,000	\$1,000	\$4,500
Building	Medium	300	499	\$4,000	\$1,500	\$1,500	\$7,000
Building	Large	500	799	\$6,500	\$2,000	\$2,000	\$10,500
Building	X- Large	800	1,099	\$8,000	\$2,500	\$2,500	\$13,000
				\$10,00			
Building	XX - Large		1100	0	\$3,000	\$3,000	\$16,000

\*No Grade licenses will be sold. Example: A school may not purchase for just their 5th Grade Students. Must buy for School or District.

**District/ESU:**

District	Discount	Price Per School	# of Schools
District	10%	add up schools	<10
District	15%	add up schools	10 to 29
District	20%	add up schools	30+

Contractor agrees to apply the discounts set forth below on “Qualifying Member Purchases” which are defined as:

- i. a Member’s initial licensing of Products during the Term, to the extent that (a) such Member’s license for the Products was executed after the Effective Date and (b) the licensing was generated by of the direct or indirect (marketing and promotion) contacts made by Consortium; and
- ii. a Member’s renewal of a license of Products during the Term (including licenses that had been signed with Newsela prior to the execution of this Agreement), to the extent that such Member’s renewal was generated by the direct or indirect (marketing and promotion) contacts made by Consortium.

**Tier 1 (5% Discount) Pricing Table:**

License Type	Name	# of Students min	# of Students max	Price for PRO	Power Words Price	SEL List Price	PD Pass 10%	PD Pass 15%	PD Pass 20%	PD Pass 30%	Combined (inc PD Pass 30%)
School	X-Small	-	149	\$950	\$475	\$475	\$95	\$143	\$190	\$285	\$2,185
School	Small	150	299	\$2,375	\$950	\$950	\$238	\$356	\$475	\$713	\$4,988
School	Medium	300	499	\$3,800	\$1,425	\$1,425	\$380	\$570	\$760	\$1,140	\$7,790
School	Large	500	799	\$6,175	\$1,900	\$1,900	\$618	\$926	\$1,235	\$1,853	\$11,828
School	X- Large	800	1,099	\$7,600	\$2,375	\$2,375	\$760	\$1,140	\$1,520	\$2,280	\$14,630
School	XX - Large	1100	-	\$9,500	\$2,850	2,850	\$950	\$1,425	\$1,900	\$2,850	\$18,050

District Participation Discount

- **Calculation of Fees, School Discount, District Discount** Determine whether a purchase is a Qualifying Member Purchase under Article 6 of this Agreement.
- Determine **Consortium Purchase Discount** on the Qualifying Member Purchase based upon the following:

Tier	# PRO Schools	% Discount
1	0-99	5.00%
2	100 - 199	10.00%
3	200 - 299	13.00%
4	300 - 399	16.00%
5	400 - 599	20.00%
6	600 - 799	23.00%
7	800 - 1049	25.00%
8	1050+	30.00%

- Calculate District Participation. Participation will be calculated based upon the total number of participating Member schools, irrespective of whether the licenses with such Member schools are Qualifying Member Purchases.
- Determine **District Participation Discount** based upon the following:

District	Discount	Price Per School	# of Schools
District	10%	add up schools	<10
District	15%	add up schools	10 to 29
District	20%	add up schools	30+

- Calculate **Combined Consortium Purchase Discount and District Participation Discount** using the following:

<b>District Discounts</b>					
<b># PRO Schools Making Qualifying Member</b>					
<b>Tier</b>	<b>Purchases</b>	<b>% Discount</b>	<b>2-9 Schools</b>	<b>10-29 Schools</b>	<b>30+ Schools</b>
<b>1</b>	0-99	5.00%	15%	20%	25%
<b>2</b>	100 - 199	10.00%	20%	25%	30%
<b>3</b>	200 - 299	13.00%	23%	28%	33%
<b>4</b>	300 - 399	16.00%	26%	31%	36%
<b>5</b>	400 - 599	20.00%	30%	35%	40%
<b>6</b>	600 - 799	23.00%	33%	38%	40%
<b>7</b>	800 - 1049	25.00%	35%	40%	40%
<b>8</b>	1050+	30.00%	40%	40%	40%

- The district discount cap will be additive (Consortium Purchase Discount + District Participation Discount) up to 40%. This means that the maximum discount Newsela will provide for a district-wide deal or renewal is 40%.
- NOTE: For pre-existing Newsela customers whose renewal is a Qualifying Member Purchase, their discount upon renewal will be based off the then current pricing, discount and tier and not on the rate under their prior contract.
- NOTE: Although increasing participation increases the discounted pricing as the year progresses, no retroactive discounting or credits can be applied or provided to earlier Qualifying Member Purchases.
- Pricing and Discounting for Professional Learning Services is as follows:

**Professional Development Packages (5% Discount) Pricing Table (2018 - 2019):**

<b>Professional Learning Services** (Select an option below)</b>	<b>Standard Pricing</b>	<b>ESU Discount</b>
Virtual (3 live webinar trainings)	\$1,800	\$1,710
Newsela Blended (1 in-person, 2 live webinar trainings)	\$4,700	\$4,465
Blended Plus (2 in-person, 1 live webinar training)	\$7,600	\$7,220
In-Person (3 in-person trainings)	\$9,900	\$9,405
Add-On Virtual Workshop	\$600	\$570
Add-On Consecutive In-Person Training (full day)	\$2,000	\$1,900
X-Small School One Virtual Pro Learning Session (Only for buildings with less than 150 students)	\$700	\$665
Small School Two Virtual Pro Learning Package (Only for buildings with 300 or fewer students)	\$1,300	\$1,235

- Pricing for District Professional Development (2018 - 2019) is as follows:

<b>District Professional Development</b>	
District Professional Learning Small Package	\$12,825
District Professional Learning Small Package (2 trainers)	\$16,150
District Professional Learning Large Package	\$28,500
District Professional Learning Large Package (2 trainers)	\$33,250

**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 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. ESUCC shall not unreasonably withhold or delay its acceptance or rejection.

**4. Title and Risk of Loss:**

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

**EXHIBIT "C"**

**SOFTWARE LICENSE AGREEMENT**

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

## **Exhibit D**

### **ESUCC Responsibilities**

ESUCC shall:

a. market the Products and Services to Members and assist Members in licensing the Products and purchasing the Services from Newsela in accordance with this Agreement.

b. Provide promotion and marketing activities as follows:

i. Provide a page for Newsela on the ESUCC Membership Web Page, accessible by Members only, defining the Products and Services, contact information, a link to Newsela's website as specified by Newsela and other details and information as reasonably requested by Newsela. Any written descriptions of Newsela, its Products and Services and/or this Agreement shall be subject to Newsela's prior review and approval, which will not be unreasonably withheld.

ii. List Newsela in any vendor guides that are distributed to Members.

iii. Promote the Products and Services at conferences and other exhibits.

iv. Only disclose the Newsela Product and Service listings and pricing to its Members and not disclose any confidential information regarding Newsela, its products, vendors or customers to any third parties.

v. Act as a liaison, solely if requested by Newsela, between Members and Newsela, to resolve any Member assistance issues.

vi. Provide Newsela with an electronic list of Members and update it promptly when membership changes occur. Member list is confidential.

vii. ESUCC represents and warrants that it shall not make, or cause to be made, any untrue statement or communicate any untrue information (whether oral or written) about Newsela or its affiliates or their

respective personnel, agents, Products or Services, the collaboration between the parties, or make any statement that disparages or reflects negatively on Newsela or its affiliates or their respective personnel, agents, Products or Services.

viii. Ensure that any Member licensing a Product or purchasing a Service from Newsela under this Agreement executes Newsela's then standard Order Form with referenced Standard License Terms without modifications.

ix.

x. Promptly refer to Newsela all inquiries for potential online learning needs.



## **Invitation for Bid Terms & Conditions**

# ***ESUCC-2019***

### **1. Issuing Agency**

1.1 Nebraska ESUCC - Cooperative Purchasing is requesting online Bids from qualified vendors for the following: **Coop Annual Buy ESUCC-2019.**

1.2 Nebraska ESUCC - Cooperative Purchasing utilizes an online sourcing application suite through Ion Wave. All bidding initiated by Nebraska ESUCC - Cooperative Purchasing will be conducted using this sourcing application suite. **Vendors must be registered with ESUCC Cooperative Purchasing prior to participating.** Interested parties can register on the Nebraska ESUCC - Cooperative Purchasing website at <http://www.neesucoop.org/> under the Vendor area.

1.3 Nebraska ESUCC - Cooperative Purchasing will charge a 5% administrative fee to the awarded vendors based on the purchases made from the line item bid. This fee will be assessed as defined in “Key RFP Dates”. The administrative fee must be paid to ESU Coordinating Council (ESUCC) by dates defined in the “Key RFP Dates”. Billings will be sent to all awarded vendors.

1.3.1 Vendors that have received a line item award will have the option of offering to members their entire product(s) line in addition to line items awarded to the ESUCC membership after June 1 and until January 1 of the following year. This offering must be in the format utilizing cXML punch-out technology either through their own punch-out or through an ESUCC provided interface that the vendor maintains all catalog updates through. The attribute "Catalog Discount Pricing" is reflective of the bid response for "Vendor chooses to offer entire product(s) line in addition to line items awarded in the ESUCC Annual Buy Bid. Please provide definition of pricing term(s). ie. Single primary discount rate or multiple discount rates by category." Vendors will pay a 2% administrative fee for items not awarded on the ESUCC-2019 bid and offered through a punch-out catalog. This fee will be assessed on a quarterly basis.

1.4 Nebraska ESUCC - Cooperative Purchasing represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. Nebraska ESUCC - Cooperative Purchasing is currently in its 5th decade of operation. Nebraska ESUCC - Cooperative Purchasing is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of the State of Nebraska.

### **2. ESUCC is a member of the following National Cooperative Purchasing organizations.**

2.1 Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies / political subdivisions organized through a Memorandum of Understanding between all participating states. ESUCC is the Nebraska State agency that manages all AEPA contracts for its members.

2.2 Sourcewell, formerly National Joint Powers Alliance (NJPA)

2.2.1 Member Name: ESU Coordinating Council

2.2.2 NJPA Member Number: 128838

2.3 This IFB is being conducted to offer the Schools of Nebraska and members the opportunity to purchase specific products from vendors as specified in the terms and conditions. Nebraska ESUCC - Cooperative Purchasing reserves the right to award to multiple vendors if it is in the best interest of the Nebraska ESUCC - Cooperative Purchasing or its ESUs, schools, or other members.

2.3.1 Vendors will agree to offer their product at a unique price to Nebraska ESUCC - Cooperative Purchasing and the Educational Service Unit affiliated schools/members statewide. Bid award determination shall be made, primarily, in regards to merchandise meeting or exceeding specifications at the lowest possible price from vendors with demonstrated ability to service participating Schools, Educational Service Unit's, Community or State Colleges and other members in the state. In other words, the bid will be awarded to the lowest, responsible bidder.

**3. Time Lines**

3.1 Bids must be received on or before Friday, December 7th, 2018 with the exception of the Electronics section which will be due on or before Friday, January 11, 2019. The bid closing time is 3:00 p.m., Central Standard Time. Be advised that any bid being submitted online at the closing time runs the risk of being disqualified if the bid closes while the bid is being uploaded. Bidders should allow ample time to submit bids.

3.2 All bids must be submitted electronically using the Nebraska ESUCC - Cooperative Purchasing sourcing application. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-2019 bid.

3.3 Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 8:00 a.m. Central Standard Time, on designated dates as defined in "Key RFP Dates" or as soon as possible thereafter, in the Office of Nebraska ESUCC - Cooperative Purchasing, Ainsworth, NE. Bids will also be awarded on dates defined in "Key RFP Dates" below, except as otherwise provided in this document.

3.4 Bids for the Electronics section will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 8:00 a.m. Central Standard Time, on designated dates defined in "Key RFP Dates", or as soon as possible thereafter, in the Office of Nebraska ESUCC - Cooperative Purchasing, Ainsworth, NE. Bids for Electronics will also be awarded on dates defined in "Key RFP Dates" below, except as otherwise provided in this document.

3.5 Key RFP Dates

3.5.1 Public Announcement of RFP	October 9, 2018 9:00 a.m. CST
3.5.2 Conference Call	October 18, 2018 2:00 p.m. CST
3.5.3 Deadline for Questions	November 19, 2018 4:00 p.m., CST
3.5.4 RFP Due Date & Time	December 7, 2018 3:00 p.m. CST (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.5 Deadline for Bid Bonds received	December 7, 2018 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.6 Preliminary Awards Available	December 17, 2018 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.7 Vendor Review Period of Awards	December 17, 2018 – December 31, 2018 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.8 Vendor Dispute Period	January 2-4, 2019 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.9 Awards Finalized	January 7, 2019 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)

3.5.10 RFP Due Date & Time	January 11, 2019 3:00 p.m. CST (100 Electronics Section)
3.5.11 Deadline for Bid Bonds received	January 11, 2019 (100 Electronics Section)
3.5.12 Electronics Section Awarded	January 14-15, 2019
3.5.13 Electronics Dispute/Review Period	January 16-18, 2019
3.5.14 Electronics Awards Finalized	January 22, 2019
3.5.15 Paper Orders sent to vendors	March 20, 2019
3.5.16 First Day for 400 Paper delivery	April 10, 2019
3.5.17 Annual Buy orders sent to Vendors	April 23, 2019
3.5.18 Paper Buy Admin Fees billed	April 24, 2019
3.5.19 First Day for Annual Buy delivery	May 22, 2019 (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.20 Annual Buy Admin Fees billed	June 3, 2019
3.5.21 Delivery Deadline for 400 Paper	June 10, 2019
3.5.22 Late delivery penalty 2% on Paper	June 11, 2019
3.5.23 Notification to ESUCC Coop by Vendors of Outstanding items yet to be shipped and Backordered items.	June 26, 2019
3.5.24 Earliest Possible payment due date	July 6, 2019 (45 Days from First Day for Delivery of Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.25 Delivery Deadline Annual Buy Items	July 22, 2019 (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.26 Late delivery penalty 2%	July 23, 2019 (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.27 Deadline Admin Fees paid to ESUCC	August 12, 2019
3.5.28 Late delivery penalty 4%	August 23, 2019 (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.29 Late delivery penalty 6%	September 23, 2019 (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.30 Overages picked up by Vendors	October 1, 2019

#### 4. Questions

- 4.1 The Bidder is responsible for asking any questions or obtaining any clarification regarding this solicitation or proposal prior to submitting the proposal. Any inquiries should be directed to Craig Peterson [coop@esucc.org](mailto:coop@esucc.org), in writing (email only) or through ESUCC's sourcing application Ion Wave to be received no later than date defined in the "Key RFP Dates".

#### 5. Bidder Qualifications

- 5.1 All bidders that are awarded individual item contracts by Nebraska ESUCC - Cooperative Purchasing, shall comply and conform to all applicable Nebraska and Federal laws, regulations, standards, orders, or requirements including but not limited to the following:
- 5.1.1 Equal Employment Opportunity: The Bidder shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 5.1.2 Copeland "Anti-Kickback" Act: The Bidder shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- 5.1.3 Lobbying: The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- 5.1.4 Contract Work Hours and Safety Standards Act: The Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- 5.1.5 Patent Rights: The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- 5.1.6 Copyrights and Right in Data: The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- 5.1.7 Access to Documents: The Parties and their grantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 5.1.8 Energy Policy and Conservation Act: The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 5.1.9 Clean Air and Federal Water Pollution Control Acts: The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 5.1.10 USDA Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- 5.1.11 Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- 5.1.12 To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
  - 5.1.12.1 Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
  - 5.1.12.2 Fax: (202) 690-7442; or
  - 5.1.12.3 Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).
- 5.1.13 Buy American: To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States
- 5.1.14 Minority Business Owners: ESUCC will contract with minority-owned businesses, women's business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:
  - 5.1.14.1 Qualified small, minority, and women's businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.
  - 5.1.14.2 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.
  - 5.1.14.3 Establishing delivery schedules, where requirement permits, which encourage such enterprises
  - 5.1.14.4 Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.
  - 5.1.14.5 Require vendor, if subcontracts are to be let, to follow the above steps

- 5.1.15 Debarment and Suspension: The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). The Bidder, by signature to this RFP, certifies that neither the Bidder nor its key employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Bidder also agrees to include the above requirements in any and all sub-contracts into which it enters. The Bidder shall immediately notify the ESUCC if, during the term of this contract, Bidder becomes debarred. The ESUCC may immediately terminate consideration of the Bidder by providing Bidder written notice if Bidder becomes debarred during the term of the potential contract.
- 5.1.16 State Letting Law - Neb. Rev. Stat. § 73-101 et seq. Vendors awarded a contract for a public work shall file with Nebraska ESUCC - Cooperative Purchasing a statement as required by Neb. Rev. Stat. § 73-102. The statement shall indicate that the bidder is complying with and will continue to comply with fair labor standards in the pursuit of its business and in the execution of the contract upon which it is bidding. Failure to provide such a statement may result in the bid being disqualified. As used herein, "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the companies in the same business or field of endeavor as the bidder. If the requirements of this provision would increase the cost to the cooperative of merchandise, materials, supplies or services, this provision shall not be a requirement for bidding. Written Notification required from bidders opting out of this requirement due to increased costs to be received prior to bid close.
- 5.1.17 Conflict of Interest - By submitting a proposal, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.
- 5.1.18 Personnel Recruitment Prohibition - The Bidder shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Qualification or project, or who had any influence on decisions affecting the Request for Proposal or project.
- 5.1.19 The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 5.1.20 Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 5.1.21 Neither Bidder, nor any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985

## **6. Bid Submission**

- 6.1 All bids must be submitted electronically through the ESUCC sourcing application. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-2019 bid. Hard copies or facsimile bid responses will not be accepted under any condition.
- 6.2 Special Notes:
- 6.2.1 Orders will be submitted directly from Nebraska Schools, ESUs, or other member agencies. Orders may be submitted by School District, Building, College Campus(s), or other Agencies. Vendors may receive multiple purchase orders from School Districts/Members and multiple ship to locations per School District/Campus/Members. A list of the previous year's ship to locations will be provided as an

attachment to the bid for bidder reference. Additional locations may be added without notifying winning bidder. Please plan accordingly.

- 6.2.2 Bidders awarded item 400140(per case), 400141(per pallet), and/or 400135 agree to provide orders shipped to Cass, Douglas, Sarpy and Washington County a \$.50 per case freight discount from awarded price on these items.
- 6.2.3 Special Notes for cut paper (400 section): Vendors may begin delivery of paper on the date for “First Day for 400 Paper delivery” defined in the “Key RFP Dates”. Late deliveries will be subject to late delivery penalties (2% per month). Payment terms are Net 45 days upon completion of entire PO.
- 6.2.4 Vendors must identify all miscellaneous packaging with labels or markings on the boxes. Nebraska ESUCC affiliated Schools and members will not be responsible for erroneous reporting of shortages due to unidentified miscellaneous packaging.
- 6.2.5 Vendors must deliver ordered quantities ONLY. Bidders are responsible for picking-up all overages by date defined in the “Key RFP Dates” section. All overages not picked-up by this date will be retained at no cost by ESUCC or its affiliate members.
- 6.2.6 Vendors must deliver all required cables, straps, and accessories with the respective product. Do not ship accessories on separate delivery dates or packaged with unrelated items.

## **7. Type of Contract: ANNUAL BUY**

7.1 The Annual Buy bid provides the vendor the opportunity to bid in (10) ten product categories:

- 7.1.1 Electronics
- 7.1.2 General Supplies
- 7.1.3 Furniture
- 7.1.4 Copier Paper
- 7.1.5 Maintenance-Shop Supplies
- 7.1.6 Health and Safety Supplies
- 7.1.7 Athletic Equipment and Supplies
- 7.1.8 Hot Lunch Equipment and Supplies
- 7.1.9 Science Equipment and Supplies
- 7.1.10 Art Equipment and Supplies

7.2 Bidders may bid on any or all of the categories listed.

7.3 All “Annual Buy” individual item contracts are awarded for FOB Destination tailgate delivery (unless optional delivery method is selected for the 400 Copier Paper) to the member school districts in Nebraska or as designated by the Ship to address on each order. All orders will be submitted electronically to the awarded vendor, ~~after order aggregation is complete~~at the time of checkout from the member school district or any of its designated staff or for aggregated orders by the designated date. All orders will be submitted electronically to the awarded vendor by date defined in the “Key RFP Dates” section. Any vendor that can receive purchase orders via cXML data will be assisted to accommodate this process by Nebraska ESUCC - Cooperative Purchasing and Equal Level. Awarded parties unable to receive cXML data will receive orders via email at an email account designated by the awarded vendor.

## **8. Bid Bond Requirement**

The undersigned bidder hereby agrees to submit a **bid bond**, on or before the “Bid Submittal Deadline”, from a reputable surety company in the amount of \$2,500.00 or a bid bond in the form of cash, certified check, or money order, in the amount of \$2,500.00. Upon awarding the bids the amount of the bid bond, if cash, certified check, or money order, will be returned to said bidder once all product is received. The bid bond shall be conditioned upon honoring said bid if awarded to said bidder and shall be in favor of ESU Coordinating Council.

Bid Bonds should be mailed to:  
ESU Coordinating Council  
1292 East 4th Street

## 9. Terms and Conditions

The submission of bids to Nebraska ESUCC - Cooperative Purchasing shall be the consideration for this agreement. The undersigned bidder hereby agrees to honor bid prices regardless of quantities and said bidder agrees that guaranteed quantities are not a condition of this bid. The undersigned upon the execution of this document hereby agrees to the Terms and Conditions of this bid and Nebraska ESUCC - Cooperative Purchasing agrees to accept such bids under the following conditions.

### 9.1 Delivery

- 9.1.1 All items bid upon are for FOB Destination Tailgate delivery to participating school districts and/or individual school buildings of the Nebraska ESU's or any entity by statute ESU's/ESUCC may serve. A listing of all member cities and counties but not limited to can be found in the City-ESU-County Listing PDF document along with a list of the previous year's ship to addresses accessible through the ESUCC sourcing solution. Winning bidders, in compliance with bid bond requirements, may begin deliveries no earlier than "First Day for Delivery" defined in the "Key RFP Dates.
- 9.1.2 Shipper must notify the respective "ship to" destination 48 hours in advance of delivery to schedule and insure a delivery time. Failure to schedule a delivery appointment with 48-hour lead-time may result in refusal to receive shipment until appropriate arrangements can be made. Nebraska ESUCC - Cooperative Purchasing, Schools, or members and its receiving locations will not be responsible for any costs incurred for winning bidder's and/or their designated shipper's failure to make delivery appointments.

### 9.2 Package/Lot Bids

- 9.2.1 When a Package/Lot BID is requested, a respondent is expected to bid each and every item within the Package/Lot, and the award will be made based upon the "Total Package Bid" calculation for the stipulated Package. The calculation for "PACKAGE BIDS" will be evaluated on a weighted average basis based on the previous year's sales volume. Each bidder will be responsible for the accuracy of each "Total Bid Package". If the package bid for the current year does not have previous year sales volumes to compare then the package will be awarded based on low bid of the entire package.
- 9.2.2 In the event that not all items within a Package/Lot can be sourced by the respondent, Nebraska ESUCC - Cooperative Purchasing reserves the right to omit items from the calculation in the event that the removal from the package/ lot is in the best interest of the previous year's order quantities and the pricing calculation.

### 9.3 Quantities

- 9.3.1 Nebraska ESUCC - Cooperative Purchasing is hereby not stipulating estimated quantities of merchandise for bidding. There is no guarantee that quantities will be greater or smaller than those purchased in prior years. Bidders submitting bids with stipulations and/or conditions on quantities or awarded dollar amounts by line item, category, or total order will be disqualified from consideration for award. The undersigned bidder hereby agrees to honor bid prices and shipments regardless of quantities or dollar volume actually determined following bid awards, and said bidder hereby agrees that guaranteed purchase order quantities or dollar amounts are not a condition of this bid.

### 9.4 Bid Award Determination

- 9.4.1 The Nebraska ESUCC - Cooperative Purchasing Awards Committee shall award contracts to the lowest responsible bidders, as determined by the Awards Committee in its sole discretion. In the event of a tie the award shall be determined by a public coin flip, to establish the winner unless one of the involved bidders has been designated a Nebraska resident bidder in which event said bidder shall be automatically declared the winner. The Committee, however, reserves the right to award an additional selection whenever a substantial brand-name preference has been indicated by the participating schools and when it is determined that said brand-name bid is competitive in price. The undersigned bidder hereby agrees to

these bidding conditions by submitting this signed document on or before the Bid Closing date as specified below.

- 9.4.2 Nebraska ESUCC - Cooperative Purchasing reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of Nebraska ESUCC - Cooperative Purchasing.
- 9.4.3 Preliminary awards will be available during the "Vendor Review Period of Awards" defined in "Key RFP Dates". Vendors will have until the end of the "Vendor Review Period" to review awards. Please note that during portions of this review period the offices of Nebraska ESUCC - Cooperative Purchasing will be closed. Vendors may formally dispute awards, in writing, to Nebraska ESUCC - Cooperative Purchasing during the "Vendor Dispute Period" defined in "Key RFP Dates". Disputes will be reviewed and vendors will be notified of decisions. Final Bid Awards will be available as defined in "Key RFP Dates".

#### 9.5 Warranties and Specifications

- 9.5.1 The Company receiving the award shall be responsible for providing the manufacturer's standard warranty or other in-state warranty service facility to the schools, educational service units, and other members.
- 9.5.2 Every item bid will include all attachments normally supplied with the machine by the manufacturer or vendor and none shall be omitted when shipped.
- 9.5.3 Complete product specification sheets and/or brochures must be submitted when requested and can be submitted electronically through the ESUCC sourcing application per Response Attachments. Failure to provide said specification sheets could disqualify the bid. All product specifications must be submitted on or before the Bid Closing date and must be clearly identified with the vendor's name and the Nebraska ESUCC - Cooperative Purchasing Item Number.

#### 9.6 Product Safety Information

- 9.6.1 Bidders are responsible to insure that all equipment meets applicable safety codes and that all electrical equipment bids will be Underwriters Laboratory Approved. The awarded vendor must, upon request, provide data that substantiates that the items bid are not hazardous or toxic in the manufactured condition as to asbestos content, etc. The vendor further agrees to provide proper Safety Data Sheets (SDS), as required by law, with products upon delivery.

#### 9.7 Service Manuals and Product Nomenclature

- 9.7.1 Operator's manuals should be supplied for all items when shipped. The vendor agrees to make service manuals available, at a reasonable cost, to Schools, Educational Service Units and members upon request.
- 9.7.2 The ASA code or other lamp nomenclature shall be specified by the vendor for each type of projection equipment to facilitate projection lamp stocking at all schools and Educational Service Unit's repair facilities.

#### 9.8 "Equivalent to" Item Specifications

- 9.8.1 When an item specification lists "Equivalent to", bidders may submit a single "equivalent to" item. However, each bidder is restricted to one item submitted per item number unless the Nebraska ESUCC - Cooperative Purchasing staff provide the ability of offering an alternate through the sourcing application. Multiple submissions on a single line item will not be considered and will automatically disqualify that bidder from all award consideration for that item number.
- 9.8.2 Nebraska ESUCC - Cooperative Purchasing recommends that vendors submit requests for "alternative brand name approval" in the "annual bid specification review period" scheduled in August and September of each year. Details of this protocol can be found on the website: [www.neesucoop.org](http://www.neesucoop.org).
- 9.8.3 Whenever the word "ONLY" follows the specific brand and/or model name and/or number, equivalents will not be accepted and should not be submitted.

#### 9.9 Samples

- 9.9.1 Samples, when required, must be submitted within the time specified at the bidder's expense. Whenever the notation "SAMPLE REQUIRED" is made, a sample must be submitted for the bid to be considered.

Each sample and specification sheet must be provided on or before the bid closing date. Each sample and specification sheet must be labeled with the name of the vendor/manufacturer submitting the sample for consideration and the Nebraska ESUCC - Cooperative Purchasing item number. If not consumed by testing, samples will be returned upon written request only at the expense of the bidder. All samples will become the property of Nebraska ESUCC - Cooperative Purchasing if a written "Return Request" is not submitted with the sample. Samples and specification sheets not properly labeled may not be considered in bid award.

- 9.9.2 Previous year awards will not be used to determine current year awards. A sample must be submitted for all specifications that indicate "Sample Required" and current "specification sheet" must be submitted when indicated. Failure of a bidder to do so may result in disqualification for that item.

#### 9.10 Payment Terms

- 9.10.1 Payments will be made to vendors directly from Schools, Educational Service Units, and members. All payment terms are Net 45 based on product received date by members. The first possible day of delivery as defined in "Key RFP Dates", and, the earliest payment due date is also defined in "Key RFP Dates". All Purchase Orders must be delivered and verified 100% complete and accurate before they will be considered payable. Any product not received by "Delivery Deadline for Items" as defined in "Key RFP Dates" will be subject to late shipment penalties and should be adjusted on the member invoices accordingly.
- 9.10.2 A "late delivery" penalty fee of 2% shall be charged for deliveries made after "Delivery Deadline for Items" and "Delivery Deadline for Paper" but before 30 days after deadline. An additional 2% per month "late delivery" penalty fee will be assessed for deliveries made for any part of each month on the total dollar amount of all undelivered merchandise.
- 9.10.3 A bidder is in default for any merchandise not delivered by end of day for "Delivery Deadline for Items" and "Delivery Deadline for Paper" as defined in "Key RFP Dates" and any Nebraska ESUCC - Cooperative Purchasing member may, at their option, purchase the merchandise elsewhere on such terms and at such prices as available or cancel the item. Upon default by a bidder, the bidder and the surety named in the bid bond shall then become liable to Nebraska ESUCC - Cooperative Purchasing for the difference of the total amount between the total cost of the replacement merchandise and the total bid of the undelivered merchandise, and any additional administrative costs and expenses of Nebraska ESUCC - Cooperative Purchasing or members.

#### 9.11 Lost and Damaged Merchandise

- 9.11.1 The awarded vendor shall accept full responsibility and pay for return shipping charges on any item received by a school, Educational Service Unit, or member that is found to be deficient in quality, defective in packaging, fails to meet specifications or is an unauthorized substitution so as to render the item unsuitable for its intended purpose.

#### 9.12 Discontinued Items/Model Changes/Cancellations

- 9.12.1 Bidders are responsible for bidding items and model numbers that are current. Winning bidders are responsible for notifying, in writing Nebraska ESUCC - Cooperative Purchasing, of any model changes prior to shipment of product, addressed to [coop@esuucc.org](mailto:coop@esuucc.org). These written notifications are subject to approval from Nebraska ESUCC - Cooperative Purchasing. Items delivered prior to any notification of changes are subject to rejection at receiving without prior notice.
- 9.12.2 By bidding an item, the bidder is accepting responsibility for delivering that item if awarded. Bidders will be responsible for finding an acceptable replacement of equal or greater quality for all discontinued or cancelled items. Failure to provide a suitable replacement shall result in Nebraska ESUCC - Cooperative Purchasing deducting the cost of having to secure acceptable replacements from winning bidders bid bond.

#### 9.13 Late Shipments

- 9.13.1 Vendor is responsible to notify, in writing, Nebraska ESUCC - Cooperative Purchasing [coop@esucc.org](mailto:coop@esucc.org) of any late or delayed shipments as soon as vendor is aware of this information. On date noted in “Key RFP Dates”, vendors must submit to Nebraska ESUCC - Cooperative Purchasing a complete list of all items that have yet to be shipped and an estimate, by line item and delivery location, of expected delivery dates.
- 9.13.2 Nebraska ESUCC - Cooperative Purchasing and its affiliates reserve the right to cancel the whole or any part of this agreement due to failure by the vendor to carry out any obligation, term or condition of the agreement.
- 9.13.3 Nebraska ESUCC - Cooperative Purchasing will issue written notice to the vendor for acting or failing to act in any of the following:
- 9.13.3.1 The vendor provides material that does not meet the specifications of the agreement;
  - 9.13.3.2 The vendor fails to adequately perform the services set forth in the specifications of the agreement.
  - 9.13.3.3 The vendor fails to observe any of the terms and conditions of the agreement.
  - 9.13.3.4 The vendor fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by Nebraska ESUCC - Cooperative Purchasing.
- 9.13.4 Nebraska ESUCC - Cooperative Purchasing reserves the right to cancel, or suspend the use thereof, any agreement resulting from this IFB if the vendor files bankruptcy protection, or is acquired by an independent third party. Upon receipt of the written notice, the vendor shall have ten (10) business days to provide a satisfactory response to Nebraska ESUCC - Cooperative Purchasing. Failure on the part of the vendor to address adequately all issues of concern may result in cancellation of the agreement.

#### 9.14 Inspections and Acceptance

- 9.14.1 Inspection and acceptance will be at the member delivery destination unless specified otherwise, and will be made at the ship to address by a duly authorized representative. Until delivery and acceptance, and after any rejection, risk of loss will be the vendors unless loss results from negligence by the receiver.

#### 9.15 Electronic Procurement System

- 9.15.1 Nebraska ESUCC - Cooperative Purchasing and its members will issue orders for supplies, equipment and services utilizing an electronic procurement system.

#### 9.16 General Information

- 9.16.1 Sales Summary Reports will be provided reflecting a vendor's total catalog sales upon request only.

#### 9.17 Multiple Awards

- 9.17.1 In order to assure that any bid award will allow Nebraska ESUCC - Cooperative Purchasing to fulfill current and future requirements, Nebraska ESUCC - Cooperative Purchasing reserves the right to award bids to multiple vendors. The actual use of any bid award will be at the sole discretion of Nebraska ESUCC - Cooperative Purchasing affiliated schools, ESU's or members. Each vendor should take into account the fact that Nebraska ESUCC - Cooperative Purchasing may consider multiple awards. It is at the discretion of Nebraska ESUCC - Cooperative Purchasing to make multiple bid awards, to award only one bid, or to make no awards.

#### 9.18 Bid Preparation and Submission

- 9.18.1 All bids must be submitted through the Nebraska ESUCC - Cooperative Purchasing's hosted sourcing application service at <http://www.nesucoop.org> via the Internet. All vendors will be able to access the bid from the system as long as you have pre-registered with ESUCC Cooperative Purchasing. Submitting a bid using the hard copy will render the bid non-responsive and therefore disqualified. All bids are to be prepared on a prepaid, FOB Destination Tailgate basis. No payments for transportation charges, of any kind, will be allowed, unless otherwise specified.

#### 9.19 Governing Law

9.19.1 This IFB, any resulting contracts, and the vendor's performance will be governed by and construed in accordance with the laws of the State of Nebraska.

#### 9.20 Publicity

9.20.1 ESUCC does not endorse the goods or services of the vendors. Except for listing ESUCC as a client during the term of any award or related contract, news releases or other publicity concerning the award or contract must not be made by the vendor without the prior written approval of ESUCC.

#### 9.21 Nondiscrimination

9.21.1 By submitting a bid, the vendor agrees that it and its subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any bid award 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.

#### 9.22 Employment Eligibility Verification

9.22.1 The vendor agrees that it 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 as the result of any bid award. If the vendor employs or contracts with any subcontractor in connection with any bid award, the vendor 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 as a result of the bid award.

#### 9.23 Disqualification of Bidders

9.23.1 Vendors may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:

9.23.1.1 ESUCC Cooperative Purchasing has reason to believe that vendors have engaged in collusion.

9.23.1.2 The vendor being interested in any litigation against the ESUCC, the Cooperative, or any of its ESUs or their member school districts.

9.23.1.3 The vendor is in arrears on any existing contract or has defaulted on a previous contract.

9.23.1.4 The vendor has uncompleted work which, in the judgment of the ESUCC, will prevent or hinder its ability to complete this project, if it were awarded to the Vendor.

#### 9.24 Non-Responsive Bids

9.24.1 A vendor that fails to respond to any request for information may be deemed non-responsive and its bid may not be considered for the award.

#### 9.25 Debarment

9.25.1 Submission of a bid is certification that vendor and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.

#### 9.26 Public Records

9.26.1 Vendor acknowledges that ESUCC must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include vendor's bid documents and all records created and maintained in relation to it.

#### 9.27 Electronic Bid Protocol

9.27.1 All bids and modifications thereof, shall not be viewable until the day and time indicated in the bid. A "Bid Submittal Deadline" time will be displayed for all types of bids. No bid can be received or modified after the "Bid Submittal Deadline" designated for whatever reason.

9.27.2 Because of the availability of electronic bidding, Nebraska ESUCC - Cooperative Purchasing reserves the right to postpone the electronic Bid Closing due to electrical or communication problems on our end or with a hosted server, due to accidents or acts of God. Bidders must mail or electronically submit the requested bid information as requested by the Nebraska ESUCC - Cooperative Purchasing sourcing application. Official signatures are required to validate the bid. Neglecting to provide the information requested on the "Response Submission" will result in disqualification of the bid.

**10. Indemnification**

- 10.1 Bidder agrees to indemnify, defend, and hold harmless the ESUCC and/or its member agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.
- 10.2 Bidder represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Bidder represents and warrants that Bidder has full power and authority to execute this Copyright Release and to grant the ESUCC and/or its member agencies the right granted herein.

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Sign: \_\_\_\_\_

David Ludwig  
Executive Director

Terms and Conditions reviewed on: \_\_\_\_\_, 2018



2017-18

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By ESU

<u>ESU #</u>	<u>List Price</u>	<u>Member Cost</u>	<u>Savings</u>
00	\$572,395.15	\$442,448.99	\$129,946.16
01	\$1,801,197.60	\$1,363,692.08	\$437,505.52
02	\$2,262,493.59	\$1,728,281.20	\$534,212.40
03	\$3,157,656.50	\$2,337,874.88	\$819,781.63
04	\$822,199.35	\$595,928.57	\$226,270.78
05	\$885,970.93	\$693,046.43	\$192,924.50
06	\$2,125,969.43	\$1,636,623.29	\$489,346.14
07	\$1,550,217.07	\$1,153,051.77	\$397,165.30
08	\$1,116,591.85	\$804,077.88	\$312,513.97
09	\$825,822.71	\$630,189.68	\$195,633.03
10	\$2,158,542.73	\$1,518,719.48	\$639,823.25
11	\$1,246,035.40	\$948,854.08	\$297,181.32
13	\$1,611,914.97	\$1,239,940.12	\$371,974.85
15	\$249,230.55	\$162,278.39	\$86,952.16
16	\$448,222.97	\$309,090.63	\$139,132.34
17	\$254,845.89	\$181,350.85	\$73,495.04
18	\$76,556.82	\$51,794.77	\$24,762.05
19	\$564,743.74	\$438,649.72	\$126,094.02
20	\$267,738.33	\$209,006.15	\$58,732.18
CC	\$3,150.70	\$1,662.09	\$1,488.61
<b><u>Grand Totals</u></b>	<b><u>\$22,001,496.29</u></b>	<b><u>\$16,446,561.04</u></b>	<b><u>\$5,554,935.25</u></b>



2017-18

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By Program

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<u>Program</u>	<u>List Price</u>	<u>Member Cost</u>	<u>Savings</u>
AEPA	\$5,029,596.21	\$3,769,550.57	\$1,260,045.63
Annual Buy	\$3,549,111.47	\$2,407,565.41	\$1,141,546.06
Custodial Buy	\$2,379,462.20	\$1,788,954.98	\$590,507.22
Extended Buy	\$17,280.13	\$12,441.69	\$4,838.44
Food Buy	\$6,359,439.26	\$5,405,047.05	\$954,392.21
Paper Buy	\$1,138,741.57	\$866,109.76	\$272,631.81
Special Buy	\$3,527,865.45	\$2,196,891.58	\$1,330,973.87
<b><u>Grand Totals</u></b>	<b><u>\$22,001,496.29</u></b>	<b><u>\$16,446,561.04</u></b>	<b><u>\$5,554,935.25</u></b>



2017-18

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By Vendor

<u>Vendor</u>	<u>List Price</u>	<u>Member Cost</u>	<u>Savings</u>
ACCO Brands USA LLC	\$14,844.00	\$10,141.75	\$4,702.25
Aluminum Athletic Equipment	\$39,972.06	\$27,181.00	\$12,791.06
B&H Photo & Electronics Corp	\$14,792.46	\$10,058.87	\$4,733.59
Blick Art Materials	\$85,115.54	\$57,883.30	\$27,232.24
Brown & Saenger	\$2,527,054.60	\$1,809,358.23	\$717,696.37
BSN Sports LLC	\$45,990.53	\$31,273.56	\$14,716.97
CCS Presentation Systems	\$72,563.88	\$49,343.44	\$23,220.44
CDW-G	\$989,378.41	\$868,823.49	\$120,554.92
Computers Etc	\$30,550.06	\$20,774.04	\$9,776.02
Daktronics, Inc	\$429,837.00	\$384,605.00	\$45,232.00
Dispose N Save	\$1,477.91	\$1,004.98	\$472.93
Dude Solutions	\$109,800.78	\$104,163.60	\$5,637.18
Egan Supply Company	\$114,567.43	\$77,944.89	\$36,622.54
Epic- Independent Stationers	\$1,419.26	\$734.31	\$684.95
ETA hand2mind	\$2,217.83	\$1,917.85	\$299.98
Fisher Scientific LLC	\$48,566.59	\$33,025.28	\$15,541.31
Flinn Scientific Inc	\$5,331.81	\$3,625.63	\$1,706.18
Gopher Sport	\$65,052.94	\$44,236.00	\$20,816.94
Infobase Learning	\$480.44	\$384.35	\$96.09
Insight	\$54,341.72	\$42,377.71	\$11,964.01
Interboro Packaging Corp	\$5,419.18	\$3,685.04	\$1,734.14
JourneyEd	\$1,575,480.79	\$990,986.76	\$584,494.03
KnowBe4	\$2,505.84	\$2,004.67	\$501.17
Konica Minolta	\$60,574.34	\$52,495.06	\$8,079.28



2017-18

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By Vendor

<u>Vendor</u>	<u>List Price</u>	<u>Member Cost</u>	<u>Savings</u>
Kyocera	\$1,948.00	\$992.00	\$956.00
Mackin	\$14,919.59	\$14,080.69	\$838.90
Midwest Technology	\$10,395.35	\$9,329.07	\$1,066.28
MNJ Technologies	\$111,242.86	\$84,163.25	\$27,079.61
Moore Medical LLC	\$29,964.62	\$20,375.94	\$9,588.68
Movie Licensing USA	\$179,700.93	\$117,043.00	\$62,657.93
National Art & School Supplies	\$379,829.81	\$258,284.27	\$121,545.54
National Business Furniture	\$40,560.22	\$34,476.19	\$6,084.03
Pyramid School Products	\$493,899.60	\$335,860.80	\$158,038.80
Quill	\$638,827.81	\$405,885.67	\$232,942.13
S&S Worldwide	\$33,382.22	\$22,699.91	\$10,682.31
School Health Corporation	\$52,435.82	\$35,656.36	\$16,779.46
School Nurse Supply	\$569.12	\$387.00	\$182.12
School Specialty	\$2,130,232.14	\$1,386,142.18	\$744,089.96
Schoology	\$267,500.00	\$184,707.18	\$82,792.82
Scott Electric	\$5,449.34	\$3,705.55	\$1,743.79
Securly, Inc	\$357,681.25	\$198,994.48	\$158,686.77
Seesaw	\$7,788.75	\$6,231.00	\$1,557.75
Softchoice	\$63,155.17	\$52,874.93	\$10,280.24
Spara Tool	\$2,908.74	\$1,977.94	\$930.80
Squirrels	\$224.72	\$136.95	\$87.77
Staples	\$687,014.11	\$428,215.23	\$258,798.88
SupplyWorks	\$2,379,462.20	\$1,788,954.98	\$590,507.22
Sysco Foods	\$6,359,439.26	\$5,405,047.05	\$954,392.21



2017-18

## Nebraska ESUCC Cooperative Purchasing Sales & Savings By Vendor

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<u>Vendor</u>	<u>List Price</u>	<u>Member Cost</u>	<u>Savings</u>
The Library Store Inc	\$15,268.41	\$10,382.52	\$4,885.89
Tremco-Weatherproofing	\$642,972.11	\$522,468.09	\$120,504.02
Troxell Communications Inc	\$10,341.43	\$7,036.43	\$3,305.00
Virco Inc	\$137,148.45	\$93,721.12	\$43,427.33
Voss Lighting Inc	\$460,459.60	\$265,603.22	\$194,856.38
World Book	\$189,439.27	\$123,099.23	\$66,340.04
<b><u>Grand Totals</u></b>	<b><u>\$22,001,496.29</u></b>	<b><u>\$16,446,561.04</u></b>	<b><u>\$5,554,935.25</u></b>

2014-15 Sales/ Savings

Program	Total Sales	Total Savings
Annual Buy	2,874,707.70	862,412.31
Paper Buy	1,080,117.91	324,035.37
AEPA/ Special Buy	6,964,694.30	2,468,914.31
Food Program	\$4,886,929.96	733,039.49
Custodial	1,527,432.48	198,566.22
Estimated Total Sales	17,333,882.35	4,586,967.71
Total % Savings	26.46%	

2015-16 Sales/ Savings

Program	Total Sales	Total Savings
Annual Buy	\$3,535,320.26	\$1,131,302.48
AEPA	\$4,959,155.16	1,762,417.90
Special Buys	\$1,478,273.60	1,128,055.84
Food Program	\$5,048,578.45	757,286.77
Custodial	\$1,798,885.66	233,855.14
Extended Buys	\$540.32	172.90
Total Sales	16,820,753.45	5,013,091.03
Total % Savings	29.80%	

2016-17 Sales/ Savings

Program	Total Sales	Total Savings
Annual/Paper Buy	3,170,416.00	1014533.12
AEPA	3,939,001.37	1,254,655.49
Special Buys	1,654,713.25	811,891.94
Food Program	5,006,128.75	750,919.31
Custodial	1,798,612.52	233,819.63
Extended Buys	4,223.12	1,351.40
Total Sales	15,573,095.00	4,067,170.89
Total % Savings	26.12%	

2017-18 Sales/ Savings

Program	Total Sales	Total Savings
Annual/Paper Buy	3,273,675.17	1,414,177.87
AEPA	3,769,550.57	1,260,045.63
Special Buys	2,196,891.58	1,330,973.87
Food Program	5,405,047.05	954,392.21
Custodial	1,788,954.99	590,507.22
Extended Buys	12,441.69	4,838.44
Total Sales	16,446,561.05	5,554,935.24
Total % Savings	33.78%	

<b>Sales Summary</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Total Coop Sales</b>	15,573,095.00	16,446,561.05
<b>Total Coop Savings</b>	4,067,170.89	5,554,935.24
<b>Total Expected Sales Revenue</b>	411,118.23	431,226.15
<b>Sales By Program</b>		
Annual Buy	3,170,416.00	3,273,675.17
AEPA	3,939,001.37	3,769,550.57
Special Buys	1,654,713.25	2,196,891.58
Food Program	5,006,128.75	5,405,047.05
Custodial	1,798,612.52	1,788,954.99
Extended Buys	4,223.12	12,441.69
<b>Savings By Program</b>		
Annual Buy	1014533.12	1,414,177.87
AEPA	1,254,655.49	1,260,045.63
Special Buys	811,891.94	1,330,973.87
Food Program	750,919.31	954,392.21
Custodial	233,819.63	590,507.22
Extended Buys	1,351.40	4,838.44
<b>Expected Revenue by Program</b>		
Annual Buy	158,649.76	163683.76
AEPA	78,780.03	75391.01
Special Buys	37,382.45	47649.26
Food Program	100,122.58	108100.94
Custodial	35,972.25	35779.10
Extended Buys	211.16	622.08
<b>Sales Statistics</b>	<b>2016-17</b>	<b>2017-18</b>
<b>Total Number of Purchasing Schools- All Programs</b>	424	402
<b>Total Number of Contracts</b>	69	71
<b>Food Program Participants</b>	111	114
<b>Food Program Purchasing Schools</b>	107	109
<b>Annual- Paper Buy Purchasing Schools</b>	273	261
<b>Annual Buy Items Offered</b>	3227	3917
<b>Annual Buy Items Ordered</b>	2328	2659
<b>Paper Buy Items Offered</b>	149	115
<b>Paper Buy Items Ordered</b>	131	107
<b>Total Number of Bidding Vendors</b>	29	31
<b>Total Number of Awarded Vendors</b>	27	29

<b>YOY Delta</b>
873,466.05
1,487,764.35
20,107.92
103,259.17
(169,450.80)
542,178.33
398,918.30
(9,657.53)
8,218.57
399,644.75
5,390.14
519,081.93
203,472.90
356,687.59
3,487.04
5,034.00
(3,389.02)
10,266.81
7,978.36
(193.15)
410.92
<b>YOY Delta</b>
-22
2
3
2
-12
690
331
-34
-24
2
2

