

Educational Service Unit Coordinating Council  
Legal Committee Meeting  
Tuesday, November 17, 2020, 3:00 PM  
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Attendance Taken at 3:00 PM.

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

1. Call to Order

2. Roll Call

3. Agenda Item

1. COOP

1. Coop Strategic Plan

2. Coop Contracts

1. Approve Amendment to Master Licenses with Equal Level

2. Approve Amendment 2 to Agreement with ION Wave Technologies.

3. Approve Amendment to Special Buy with CrisisGo

4. Approve Special Buy Agreement with Sanitizing Solutions

5. Approve Addendum with Schoology dba PowerSchool Group LLC.

3. Staff Written Reports

1. Peterson Report

1. Annual/Paper Buy
2. Specials Buys
3. AEPA
2. Colleen Lentz (Data)
2. Legislative Updates
1. Bromm's Updates
3. Policies and Procedures
1. Policies and Procedures
1. Article 5000's
4. Next Meetings Agenda Items
5. Adjournment

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

# Nebraska Open Meetings Act

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

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

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

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

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised  
10/2020



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**AMENDMENT NO. 2 TO 2015-2018 MASTER LICENSE AND SERVICES  
AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND  
EQUAL LEVEL, INC**

This Amendment is made by and between Educational Service Unit Coordinating Council (ESUCC)/Nebraska ESUCC Cooperative Purchasing ("Client") and Equal Level ("Contractor") to the 2015-2018 Master License and Services Agreement ("Agreement") signed by the Cooperative on June 2, 2015, and by the Contractor on June 1, 2015. The Addendum is as follows:

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

All other terms and conditions of the 2015-2018 Master License and Services Agreement shall remain in full force and effect.

**Exhibit "A"** is amended and replaced in its entirety with the attached **"Revised Exhibit A 2021-2024 Renewal Pricing for ESUCC Cooperative Marketplace."**

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until August 31, 2024. Upon the signature of an authorized officer of the ESUCC Cooperative and the Contractor, the Agreement is hereby extended.

**COOPERATIVE**

**CONTRACTOR**

\_\_\_\_\_  
Kraig Lofquist  
Executive Director

\_\_\_\_\_  
Orville A. Baily  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Revised Exhibit A**  
**2021 to 2024 Renewal Pricing for**  
**ESUCC Cooperative Marketplace**

1. **Renewal License Pricing.** EQL Grants to ESUCC a license to the EqualLevel (EQL) Cooperative Marketplace platform as specified below to operate a client-branded online marketplace which will enable members of the client's cooperative purchasing programs to order products and services directly from the Client's marketplace. The term of the License shall be three years and reflects a slight cost increase adjustment.

**Base Cooperative Marketplace Bundle:**

- Custom Marketplace branding
- Standard Shopping, Catalog, Requisition, and Order Management configuration
- Up to 25 3<sup>rd</sup> party punchout catalogs/contracts, includes:
  - 3<sup>rd</sup> party punch-out connections
  - Search Connectors
  - Equal Level GO (single supplier punchout site)
- Free-form ordering
- Up to 50 Quote suppliers
- Administrator, buyer, and shopper roles
- Transfer cart to authorized buyers
- Contract management and ability to manage access to contracts at user or group level
- Purchase order and pCard payment
- Customizable registration module
- Statewide reporting
- Google Analytics
- Direct system administration

Base Bundle Modules	See description	Included
Approvals	Automated requisition approval routing - configurable w/\$-based, commodity-based, role-based chains	Included
Detailed Reporting	District level and region (business group) based reporting - including reports by supplier, items, and users within an organization	Included
Quick Quote	Cart driven multi-line item quote creation, distribution, and award	Included (up to 50 Quote suppliers)
Price Check	Price checks and validation of prices at Punch-out sites	Included
Budget Management for Private Marketplaces	Manage individual contract budget by agency/dept.	Not Included \$3,500 per yr.
Multi-Vendor GO site	Up to 40 suppliers in a GO site managed by the buyer	Included (two sites)
Order Aggregation/Mgt.	Electronic order aggregation/merge and portal email order delivery	Included (waived \$3,500 per yr. fee) *
Multiple Level Admin	Third-level administration for (Two-level administration included with Base Bundle)	Included (waived \$4,500 per yr. fee) *
<b>Total</b>		<b>\$49,500 per yr</b>



(ii) Additional Catalog Management

Catalog Type	Annual Fee
Standard CXML, or OCI Punch-out	\$780 per yr.
Search Connector	included with Punch-out if site is compatible
Equal Level GO (supplier managed synced catalog)	\$0.0 per yr.
Quote	\$100.0 per yr.

2. **Support Services.** EQL will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in the original Agreement.

3. **Payment.** Payment for the license fees shall be due as follows:

- \$49,500 Annual License Fees due September 30, 2021 for the service period 9/1/2021 to 08/31/2022.
- \$49,500 Annual License Fees due September 30, 2022 for the service period 9/1/2022 to 08/31/2023.
- \$49,500 Annual License Fees due September 30, 2023 for the service period 9/1/2023 to 08/31/2024.



**THIS MASTER LICENSE AND SERVICES AGREEMENT** (the "Agreement"), is made and entered into as of this the 1<sup>st</sup> day of June, 2015 ("Effective Date"), by and between Equal Level, Inc., a Delaware corporation having its principal offices located at 11140 Rockville Pike, Suite 100-350, Rockville, Maryland 20852 ("EQL") and Educational Service Unit Coordinating Council (ESUCC), having its principal offices located at 6949 South 110th Street LaVista, NE 68128 ("Client").

**WHEREAS**, EQL is engaged in the business of the development, marketing, and support of Internet based software of all types.

**NOW THEREFORE**, in consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**1. Software Licensing and Use**

- 1.1 License Grant. In accordance with and subject to the terms and conditions provided herein and in consideration of payment of the license fees set forth in Exhibit A, EQL hereby grants to Client and Client accepts from EQL a non-exclusive, non-transferable license to use the EQL products specified in Exhibit A, collectively or individually referred to as the "Licensed Products", solely for its internal business purposes. Any rights not granted herein are reserved to EQL.
- 1.2 Access. Access to and usage of the Licensed Products shall be limited to Client's internal business purposes, specifically defined as the operation of Client's cooperative purchasing operation. Access to the Licensed Products shall be limited to the Client's end user community, as defined in Exhibit A. Unless specified in Exhibit A, Client will not permit others, including but not limited to subsidiaries, affiliates, and contractors, to access or use the Licensed Products, nor will Client use the Licensed Products on their behalf.
- 1.3 Use Limits. Client is prohibited from performing any load testing against EQL's hosted production environments, without the prior express written permission of EQL. Client is prohibited from reverse engineering, decompiling, and disassembling the Licensed Products.
- 1.4 Work Products. Any Work Products, as defined below, that are software, shall be subject to the same license limitations of this Agreement and any additional limitations as set forth in any Exhibit hereto.
- 1.5 Rent, Lease, and Sublicense Restrictions. Client shall not rent, lease, sublicense, grant a security interest in, or otherwise transfer the Client's right to use and possess the Licensed Products, in whole or part.
- 1.6 Copies and Proprietary Notices. Any Licensed Products, together with any accompanying technical or system documentation that is delivered to Client pursuant to this Agreement shall not be copied, except that one (1) copy may be made for backup or archival purposes, provided any such copy is clearly marked as proprietary to EQL, licensed to Client, and contains EQL's proprietary notices. Client shall be permitted to make additional copies of documentation specifically designated for training of end users. Client shall not remove any proprietary notices or labels on the Licensed Products or its documentation.
- 1.7 Violation. Violation of any provision of this Section 1 shall breach the Agreement and be the basis for immediate termination of this Agreement and the corresponding license grant to the Licensed Products with no refund to Client of fees paid to EQL.

**2. Maintenance and Support**

- 2.1 Support Services. Subject to the payment of the applicable licensing and support fees as set forth in Exhibit A, EQL shall provide Client with the maintenance and support services as set forth in Exhibit B of this Agreement ("Support Services") for the Licensed Products. Exhibit B may be updated from time to time at EQL's sole discretion and upon sixty (60) days written notice to Client, provided said updates do not materially diminish the Support Services provided to Client without Client's consent.
- 2.2 Payment and Term. Provided that this Agreement and the license for the applications which the Support Services are to be performed, EQL will provide Support Services as specified in Exhibit B of this Agreement for the support fees indicated in Exhibit A. In the event (i) EQL has not received payment for the next annual period's applicable license or support fees, prior to the last day of the current term; and/or (ii) this Agreement and/or the license is no longer in effect, Support Services shall be discontinued.
- 2.3 On-Site Services. Support Services do not include any on-site services. At Client's request, EQL may provide technical, operational or other assistance or consulting in excess of the standard Support Services at EQL's standard hourly rate then in effect.

**3. Professional Services**

- 3.1 Professional Services. EQL shall provide Client with professional consulting services as described in the Statements of Work ("SOW") to be attached as Exhibit C hereto ("Professional Services"), which SOW by its express terms shall amend this Agreement. Any additional services beyond those described in any Exhibit C shall be at the mutual, written agreement of the parties.

3.2 Client Obligations. In order to facilitate the provision of the Professional Services by EQL, Client shall have installed the recommended hardware and software and will have completed the required preparatory work described in the Exhibit(s) attached hereto.

3.3 Contact Person. Each party will appoint in writing, in the applicable Exhibit, an employee or agent of such party to act as the "Contact Person" for all communications between the parties related to the Professional Services. Each party may change its Contact Person upon written notice to the other.

#### 4 Proprietary Rights

4.1 Ownership. Client acknowledges and agrees that, as between Client and EQL, EQL is the sole and exclusive owner of all right, title and interest in and to the Licensed Products, as well as all alterations, modifications, additions, and derivative works made with respect to the Licensed Products and all work products produced from the Professional Services performed under the SOW ("Work Products"). Except as expressly permitted or required hereby: (i) Client shall have no right or license to the Licensed Products or Work Products; and (ii) Client shall not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the Licensed Products or Work Products.

4.2 License Rights. Nothing in this Agreement or any Exhibit hereto shall in anyway enlarge or extend Client's license rights in the Licensed Products, with respect to the materials that EQL delivers to Client pursuant to any SOW, except as follows:

4.2.1 Source Code. Source Code shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and related items that are relevant to this Agreement.

4.2.2 Source Code Escrow. EQL, as depositor, shall enter into an escrow contract, upon terms acceptable to Client, with a recognized software Escrow Agent. The escrow contract must provide for Client to be an additional party/beneficiary. EQL shall deposit with the Escrow Agent the Source Code, and all of Client's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than one time per month. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to Client, upon receipt of a joint written instruction from Client and EQL, or upon receipt of written notice from Client that: (i) EQL has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or (ii) Any other reason agreed to by the parties in writing.

4.2.3 Escrow Fees. Client is responsible for all fees to be paid to the Escrow Agent and all Professional Services provided by EQL to support the Source Code Escrow.

4.3 Client Data. Any client data and any materials or equipment furnished to EQL by Client in connection with any of the Professional Services provided under an Exhibit shall be deemed proprietary to Client.

4.4 Trademarks. All trademarks, service marks, trade names and logos of EQL appearing on or within the Licensed Products or Work Products used in connection with the Support Services or the Professional Services provided by EQL are the property of EQL and Client shall not use them without EQL's prior written approval.

#### 5 Fees and Payment Terms

5.1 Fees. Client will pay EQL the fees as set forth in the Exhibits. Except for initial payments, which payments, unless provided otherwise, shall be due and payable upon the execution of this Agreement and any Exhibit hereto, EQL will submit to Client an invoice for the amounts due. Unless provided otherwise, Client agrees to pay EQL for all undisputed amounts within thirty (30) days of the date thereof. Any amounts payable to EQL hereunder, which are not paid when due, shall thereafter bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less.

5.2 Taxes. Fees do not include any taxes. Client shall be responsible for all applicable taxes, including VAT and regulatory fees of any kind imposed by any government on any deliverable provided under this Agreement, provided, however that EQL shall be responsible for all taxes based solely upon EQL's income. If Client is exempt from the payment of any such taxes, upon execution of this Agreement, Client must provide EQL with a valid tax exemption certificate (or documentation proving exemption acceptable to the taxing jurisdiction); otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing authority, EQL will invoice Client for and Client will pay to EQL all such tax amounts. Client shall indemnify and hold EQL harmless in the event any taxing authority seeks to collect any tax, required to be paid by Client pursuant to this section, from EQL.

5.3 Travel Expenses. Unless otherwise specified in the Exhibits, EQL shall be reimbursed by Client for all reasonable and necessary travel and living expenses and travel time. EQL shall invoice Client for such actual expenses monthly or on such other schedule at EQL's sole discretion.

5.4 Non-Payment. As opposed to exercising its right to terminate an Exhibit or this Agreement in its entirety, EQL may, at EQL's sole discretion, suspend performance of any obligations under the applicable Exhibit for nonpayment, but only until such time as payment is made.

5.5 Currency. All fees are stated in US dollars and are payable in US currency.

5.6 Invoices. All invoices to Client shall be mailed to the following address, which may be changed from time to time, provided Client provides EQL with written notice of such change:

Client Name: ESUCC Cooperative Purchasing

Attn: Accounts Payable

Address: 1292 East 4<sup>th</sup> Street

## 6 Term and Termination

- 6.1 Term and Termination. The term of this Agreement shall commence on the Effective Date and will run for the periods as indicated in the Exhibits.
- 6.2 Termination for Breach. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement or its Exhibits, which breach is not cured (unless such breach is incapable of cure, such as breach of the restrictions on use and license grant described herein or of any confidentiality agreement between the parties hereto) within thirty (30) days of written notice of the breach. Upon termination for breach, all use and access to the Licensed Products shall cease and Client shall immediately return to EQL or destroy all copies of the Licensed Products, together with all documentation and any other EQL proprietary information in its possession. Furthermore, Client shall provide EQL a certification from an officer of Client that all Licensed Products, documentation, and all copies thereof, have been returned to EQL or destroyed in accordance with this Agreement.
- 6.3 Termination for Other Reasons.
- 6.3.1 Client may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. Client shall notify EQL as soon as practicable if funds to meet Client's obligations become unavailable. The determination of Client as to the insufficiency of funds is conclusive.
- 6.3.2 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.
- 6.3.3 Client may terminate this Agreement, in whole or in part, by written notice to EQL and may regard EQL in default of this Agreement if EQL becomes:
- (i) Insolvent;
  - (ii) Makes a general assignment for the benefit of creditors;
  - (iii) Files a voluntary petition of bankruptcy;
  - (iv) Suffers or permits the appointment of a receiver for its business or assets;
  - (v) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (vi) Has wound up or liquidated, voluntarily or otherwise.
- 6.3.4 Client may terminate this Agreement, in whole or in part, immediately, without notice, if EQL is debarred or suspended from performing services on any public contracts.
- 6.4 Termination for Convenience. Either party may terminate this Agreement for convenience by providing 120 days written notice.
- 6.5 Effects of Termination. Upon termination or expiration of this Agreement for reasons other than the breach of this Agreement: (i) all use and access to products licensed on a term basis shall cease and Client shall immediately return to EQL or destroy all copies of the term licensed products, together with all documentation and any other EQL proprietary information in its possession. Client shall provide EQL a certification from an officer of Client that all term licensed products and all associated documentation, have been returned to EQL or destroyed in accordance with this Agreement. (ii) all use and access to products licensed on a perpetual basis shall continue, subject to the terms of this Agreement and any Exhibits, including but not limited to, the provisions for access and use of the Licensed Products (Section 1), Proprietary Rights (Section 4), Warranties and Indemnification (Section 7), and Confidentiality (Section 8). Upon termination or expiration of this Agreement, all Support Services and Professional Services as discussed in this Agreement or any Exhibits will cease.

## 7 Warranties, Indemnity, and Limitations

- 7.1 Licensed Products Warranty. EQL warrants that it is the owner of the Licensed Products or otherwise has the right and authority to grant the licenses to Client, which are provided for herein. EQL represents that for the entire term covered by the Support Services ("Warranty Period") that the Licensed Products will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. EQL does not represent that the functions contained in the Licensed Products will meet Client's requirements or that the Licensed Products will operate uninterrupted or error free. In the event that Client does not pay the required Support Services fees or this Agreement is terminated, Client agrees that all warranty provisions and associated remedies shall be terminated.
- 7.2 Limitations of Warranty. EQL's warranties in this Section 7 shall only apply to the EQL Products developed by EQL or its affiliates. All other Licensed Products shall be provided by EQL "AS IS." Notwithstanding anything to the contrary in this Section 7.2, EQL shall assign to Client any warranty granted by the supplying party for the Licensed Products, to the extent of EQL's right to do so.
- Remedy. During the Warranty Period, EQL's entire liability and Client's sole remedy for any reproducible, substantive error(s) in the unmodified EQL Application as reported in writing by Client shall be that EQL, at its option, will use its reasonable good faith efforts to correct the error(s), or, upon return of the Licensed Product and accompanying documentation to EQL, terminate this Agreement or the applicable license to the Licensed Product, as the case may be, and refund to Client a sum equal to a portion of the license fees paid, prorated on a monthly basis for the period in which the application was rendered unusable, for the Licensed Product for which the license is terminated.
- 7.3 Services Warranty. EQL represents and warrants that it is experienced in providing the Professional Services and Support Services described herein and further warrants that it will perform the Professional Services and Support Services in a good, workmanlike, and professional manner.

- 7.4 Disclaimer. In no event will EQL be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Licensed Products, Professional Services and/or Support Services provided to Client under this Agreement as applicable.
- 7.5 Limited Warranty. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY EQL. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EQL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND EQL HEREBY DISCLAIMS THE SAME.
- 7.6 Exception to Warranty. EQL'S WARRANTY OBLIGATIONS SHALL NOT APPLY IF THE LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT'S FAILURE TO PERFORM IN ACCORDANCE WITH ITS FUNCTIONAL SPECIFICATIONS IS CAUSED BY: (I) THIRD PARTY SOFTWARE LICENSED BY CLIENT; (II) CLIENT'S USE OF OR ACCESS TO THE LICENSED PRODUCTS OTHER THAN AS INTENDED OR IN VIOLATION OF THIS AGREEMENT; OR (III) UNAUTHORIZED MODIFICATIONS MADE TO THE EQL LICENSED PRODUCTS OR SOFTWARE WORK PRODUCT BY CLIENT.
- 7.7 Indemnification. (a) By EQL. EQL shall indemnify, defend and hold harmless Client against any loss, damage or expense incurred by Client as a result of claims, actions, or proceedings brought by any third party alleging infringement by a EQL Licensed Product or a Work Product, of copyright, trademark, patent, or other proprietary rights, and against its reasonable attorneys' fees and any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s); provided, however, that (i) Client shall have given EQL prompt written notice of such claim, demand, suit or action; (ii) Client shall cooperate with said defense by complying with EQL's reasonable instructions and requests to Client in connection with said defense; and (iii) EQL shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. Further, EQL shall have no liability for any infringement action or claim that is based upon or arising from the matters described in this paragraph if the applicable Licensed Product or Work Product is modified or altered by a party other than EQL or is used for a purpose other than that for which it is intended or as set forth in the appropriate documentation. If a temporary or permanent injunction is obtained against Client's use of the Licensed Product or Work Product as a result of the matters described in this paragraph, EQL shall, at its option and expense, either procure for Client the right to continue using the Licensed Product or Work Product or replace or modify the Licensed Product or Work Product or infringing portion thereof so that it no longer infringes the alleged proprietary right. In the event that EQL concludes, in its sole discretion, that such procurement, replacement or modification is not reasonably practical, EQL may terminate the applicable Exhibit and/or this Agreement without penalty and refund that portion of the Fees attributable to the infringing product, prorated on a monthly basis. Client shall cease all use of a Licensed Product or Work Product for which a refund is given. This paragraph sets forth the exclusive remedy of Client against EQL, and EQL's exclusive obligation, with respect to any action or claim described herein. (b) By Client. Client shall indemnify, defend and hold harmless EQL against any loss, damage or expense incurred by EQL as a result of claims, actions, or proceedings arising from any bodily harm or injury suffered by EQL's employees or agents in the performance of Services or maintenance at any of the Client's facilities or the allegation of infringement or actual infringement by Client of any copyright, patent, trademark, trade secret, or other proprietary right of any third party. Client will indemnify EQL against its reasonable attorneys' fees incurred in connection with such claim(s), any money damages or costs awarded in respect of any such claim(s) and any suit arising from any such claim(s). Client shall be entitled to have sole control over the defense of such claim, unless the claim involves or relates to an intellectual property right of EQL in which case EQL may elect to have sole control over the defense of such claim as described in the preceding paragraph, and such election by EQL shall have no effect upon Client's obligations to indemnify and hold harmless hereunder. If Client does not assume sole control over the defense of such claim as provided in this section, EQL may participate in such defense and EQL shall have the right to defend the claim in such manner, as it may deem appropriate, at the cost and expense of Client.
- Limitation of Liability. IN NO EVENT WILL EQL'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY EQL FROM CLIENT UNDER THE EXHIBIT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EQL BE LIABLE FOR ANY CLAIM BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

## 8 Confidentiality

- 8.1 Obligations. "Confidential Information" shall mean any proprietary information which is specifically marked as proprietary or confidential and which is disclosed by either party to the other in any form in connection with this Agreement. During the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement or for a period of five (5) years after the termination of use of the Licensed Products, whichever period is longer, each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance, and shall in any event use no less than reasonable procedures and a reasonable degree of care.

8.2 Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiver; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order or otherwise prevent such disclosure and further provided that any such disclosure shall not destroy or diminish the confidential status of such Confidential Information.

**9 Miscellaneous**

- 9.1 Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Without limiting the generality of the foregoing, EQL shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement or which is a suspension of services for Client's failure to pay.
- 9.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, EQL may assign this Agreement to any entity acquiring substantially all of its stock or assets or the assets to which this Agreement or any Exhibit relates.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to conflicts of law principles. 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.
- 9.4 Exhibits. Each Exhibit to this Agreement shall incorporate the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement shall control unless an Exhibit expressly provides otherwise. Additional Exhibits added to this Agreement from time to time by the mutual written agreement of the parties shall be numbered sequentially under the letters of the respective Exhibit title (e.g. Exhibit A Licensed Products shall be A-1, A-2, etc.) and each shall be in addition to the previous Exhibit.
- 9.5 Records & Audits. EQL, its agents or representatives, shall have the right to conduct a technical audit of Client's records, for the express purpose of determining whether Client is in compliance with the terms of this Agreement. Should EQL find that Client is not in compliance, Client shall pay the additional damages as may be due plus a five percent (5%) penalty.
- 9.6 Independent Contractor. EQL is an independent contractor and, except as specifically contemplated in any Exhibit to this Agreement, is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. EQL will perform the Services under the general direction of Client, but EQL will determine, in EQL's sole discretion, the manner and means by which the Services are accomplished. Client has no right or authority to control the manner or means by which the Services are accomplished.
- 9.7 Waiver. No delay or omission by either party to exercise any right or power unless in writing and signed by the party waiving rights it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 9.8 Notices. Any notice required to be sent to a party under this Agreement will be in writing, shall be sent by: facsimile; first-class mail return receipt requested; personal delivery; or overnight courier to the Address for Notices given for that party below, and shall be considered delivered upon proof of such delivery. Either party may change its notice address by giving written notice to the other party.

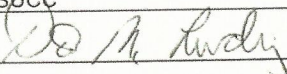
**If to EQL:**  
Equal Level, Inc.  
Attn: Orville A Bailey, CEO  
11140 Rockville Pike, Suite 100-350  
Rockville, Maryland 20852  
Phone: 301.560.1492  
Fax: 301.560.8220

**If to Client:**  
Nebraska ESU Coordinating Council  
Attn: David M. Ludwig, Executive Director  
6949 South 110th Street  
LaVista, NE 68128  
Phone: 308.995.0665  
Fax: 308.995.6587

9.9 Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. It is expressly understood and agreed that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion or damages or other remedies are intended to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed its essential purpose, all limitations of liability and exclusions of damages or other remedies shall remain in effect.

- 9.10 Non-Solicitation. EQL and Client agree that the employees of EQL and Client may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, EQL and Client each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written consent of the other party. Upon breach of this provision, the breaching party agrees to pay the other two times the yearly compensation of the affected employee. This remedy provided in this paragraph shall be the only monetary remedy for breach of the terms of this paragraph. Neither party is prevented from seeking equitable relief for breach of this paragraph.
- 9.11 Survival. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 9.12 Public Records. EQL acknowledges that Client 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.
- 9.13 Publicity. Client does not endorse the goods or services of EQL. Except for listing Client as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by EQL without the prior written approval of Client.
- 9.14 Drug/Alcohol/Tobacco/Weapons Free Workplace. EQL 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 Client premises or at Client related functions. EQL and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Client property or at Client related functions. EQL and all subcontractors, if any, also shall adhere to all Client's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Client premises or at Client related functions. Failure to comply with this provision may be considered a material breach. Client may suspend or terminate EQL, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 9.15 Nondiscrimination. EQL 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.
- 9.16 Employment Eligibility Verification. EQL 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 EQL employs or contracts with any Subcontractor in connection with this Agreement, EQL 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.
- 9.17 Entire Agreement and Amendment. This Agreement, with all Exhibits, is the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. Amendments or waivers of any provision of this Agreement or its Exhibits shall be valid only as clearly identified as such, in writing and signed by the parties. No purchase order submitted by Client, even if accepted by EQL, shall be deemed to modify any terms of this Agreement, unless EQL has expressly stated in writing its intent to do so.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative.

EQL – Equal Level, Inc.	Client: ESJCC
Signed:	Signed: 
Printed Name: Orville A. Bailey	Printed Name: David M. Ludwig
Printed Title: Chief Executive Officer	Printed Title: Executive Director
Date: 06/01/2015	Date: 06-02-2015

## Exhibit A Licensed Products

1. **License Grant.** EQL Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the EQL products as specified below to operate a Client-branded online marketplace which will enable members of the Client's cooperative purchasing programs to order products and services directly from the Client's marketplace. The term of the License shall be one year with two optional one year extensions.

(i) EQL's Base Annual License Fee Schedule

**Base Bundle:**

- Custom Marketplace branding
- Standard Shopping, Catalog, Requisition, and Order Management configuration
- Up to 20 catalogs/contracts, includes:
  - 3<sup>rd</sup> party punch-out connections
  - Search Connectors
  - Equal Level GO (single supplier)
  - Catalog Builder
- Free-form ordering
- Administrator, buyer and shopper roles
- Transfer cart to authorized buyers
- Contract management and ability to manage access to contracts at user or group level
- Purchase order and pCard payment
- Customizable registration module
- State wide reporting
- Google Analytics
- Direct system administration

**Pricing:**

Base Bundle	See description	Included
Approvals	Automated requisition approval routing - configurable w/\$-based, commodity-based, role based chains	Included
Detailed Reporting	District level and region (business group) based reporting - including reports by supplier, items, and users within an organization	Included
Quick Quote	Cart driven multi-line item quote creation, distribution and award	Included (up to 25 quote only suppliers)
Price Check	Price checks and validation of prices at Punch-out sites	Included
Budget Management for Private Marketplaces	Manage individual contract budget by agency/dept.	Not Included \$3,500 per yr.
Multi-Vendor GO site	Up to 40 suppliers in a GO site managed by the buyer	Included (two sites)
Order Aggregation/Mgt.	Electronic order aggregation/merge and portal email order delivery	Included (waived \$3,500 per yr. fee)*
Multiple Level Admin	Third-level administration for (Two-level administration included with Base Bundle)	Included (waived \$4,500 per yr. fee)*
<b>Total</b>		<b>\$45,000 per yr.</b>

\*ESUCC will support EQL's Marketing of Private Marketplace solutions to targeted K12 districts in NE and overall Marketplace to other K12 ESAs at no cost to EQL

(ii) Additional Catalog Management

Catalog Type	Annual Fee
Standard CXML, or OCI Punch-out & Static/Local	\$1,200 per yr.
Search Connector	\$400 per yr.
Equal Level GO (single supplier)	\$300 per yr.
Catalog Builder	\$100 per yr.

2. **Support Services.** EQL will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
- (i) Support and Maintenance:
- EQL will provide Support Services as detailed in Exhibit B for the products listed above beginning upon the execution of this Agreement at no additional cost to Client.
3. **Payment.** Payment for the license fees shall be due as follows:
- (i) \$45,000 due September 30, 2015..
- (ii) \$45,000 Annual License Fees due September 30, 2016 for the service period 09/1/2016 to 08/31/2017.
- (iii) \$45,000 Annual License Fees due September 30, 2017 for the service period 09/1/2017 to 08/31/2018.

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

EQL – Equal Level, Inc.	Client - ESUCC
Signed: <i>Orville A Bailey</i>	Signed: <i>David M. Ludwig</i>
Printed Name: Orville A Bailey	Printed Name: David M. Ludwig
Printed Title: Chief Executive Officer	Printed Title: Executive Director
Date: 06-01-2015	Date: 06-02-2015

## Exhibit B Support Services

1. EQL shall (a) use commercially reasonable efforts to provide Client with maintenance and support services ("Support Services") via telephone, facsimile, electronic mail, or other electronic means, at EQL's discretion, from the hours of 8:00 a.m. to 8:00 p.m. Eastern Time Monday through Friday (excluding EQL Holidays, which typically consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving, Christmas Eve, and Christmas Day), and 24x7 access for reporting Level 1 (as defined below) situations, to a designated, authorized, qualified, and trained user of the EQL Products ("Client Contact") and to one (1) designated, authorized, qualified, and trained user of the EQL Products designated as Client Contact's backup ("Backup Client Contact") (collectively referred to as "Client Support Contact"); and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the EQL Products to substantially perform in accordance with and as specified in the accompanying documentation.
2. EQL shall use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that EQL categorizes as: (i) "Severity Level 1" within eight (8) business hours of receipt of the reported error. "Severity Level 1" is defined as a condition in which the EQL Products are partially or totally inoperative, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Severity Level 2 error where a reasonable alternative work process cannot be established; (ii) "Severity Level 2" within the next scheduled production release of the EQL Products or within one hundred-twenty (120) days from the date error was logged with EQL, whichever shall first occur. "Severity Level 2" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established; (iii) "Severity Level 3," which errors EQL shall use commercially reasonable efforts to correct within the next scheduled production release of the EQL Products. "Severity Level 3" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Client and EQL to be minor and result in a mutually acceptable disruption to Client's workflow process; and (iv) "Severity Level 4," which errors EQL shall use commercially reasonable efforts to correct within the next scheduled production release of the EQL Application, at EQL's sole discretion. "Severity Level 4" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.
3. EQL shall provide all extensions, enhancements, and other changes, which are logical improvements to a EQL Product and to which EQL makes generally available on a commercial basis, without charge, to any other licensee of the EQL Product ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to an EQL Product nor do they include any Professional Services Fees that may be required for implementation.
4. EQL shall have no obligation to provide Support Services except to Client Support Contact and only with respect to the unmodified Supported Releases. When an EQL Product is deployed in conjunction with other software products, including but not limited to web servers, browsers, databases, and operating systems, EQL is not responsible for providing Support Services for these other products, or for ensuring correct interoperability with these products.
5. Client shall use commercially reasonable efforts to assist EQL in reproducing the specific situation in which a EQL Product, standing alone, demonstrates a failure to substantially conform in all material respects to the functional specifications set forth in its accompanying documentation ("Defect"). Client Support Contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting EQL for assistance.

### Hosting Services

1. EQL shall use commercially reasonable efforts to make all hosted EQL Products available to Client for at least ninety-nine and one-half percent (99.5%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that: (i) results from regularly scheduled EQL maintenance; (ii) results from the failure of a communication service or other outside service or equipment not within the control of EQL; (iii) or is beyond the reasonable control of EQL ("Service Availability").

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

EQL - Equal Level, Inc.	Client - ESUGC
Signed: <i>Orville A. Bailey</i>	Signed: <i>David M. Ludwig</i>
Printed Name: Orville A. Bailey	Printed Name: David M. Ludwig
Printed Title: Chief Executive Officer	Printed Title: Executive Director
Date: 06-01-2015	Date: 06-02-2015

**Exhibit C**  
**STATEMENT OF WORK ("SOW")**

**1. Introduction**

Client seeks to implement the EQL Cooperative Marketplace solution (the "Solution"). The primary objective of the project is to configure and implement the Solution for the Client's Cooperative Marketplace. This will be done in a way that utilizes the standard features of the Solution and is based on the Solution standard configurations.

This SOW describes the scope of services and the services investment necessary to complete the Solution implementation project. EQL Professional Services will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

**2. Summary of EQL Responsibilities**

The following major activities are included in the scope of this project and will be performed by EQL during implementation:

- (i) Coordinate and lead all meetings, workshops, and training sessions.
- (ii) Provide up to two web-based training sessions to Client's full-time employees.
- (iii) Provide project management, including coordination and management activities, issue tracking, and weekly status reporting to Client.
- (iv) Coordinate Client acceptance testing.
- (v) Provide configuration options to the Client offering configuration choices.
- (vi) After initial training is completed, prepare the Solution for go-live.
- (vii) Provide issue resolution according to the severity levels and response times as outlined in the Agreement.

**3. Summary of Client Responsibilities**

Client agrees to undertake at its sole expense, the following responsibilities:

- (i) Assignment of an internal dedicated project manager to manage the Solution and its implementation.
- (ii) Coordinate internal participation in project related meetings.
- (iii) Provide materials and facilities for project related activities, including Internet-capable machines for training sessions.
- (iv) Provide technical and functional access for integration to third party systems.
- (v) Develop and implement test scripts for client acceptance.
- (vi) Plan, coordinate, and participate in training sessions.
- (vii) Plan and direct the production deployment (Go-live).

**4. Technical Requirements**

Client will be responsible for procurement, installation, and operational verification of all software, and commodity code licenses. This includes:

- (i) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses. EQL will provide its minimum browser requirements during the Workshops.
- (ii) Commodity Code and Commodity Code cross reference table. Client will be responsible for procurement and licensing of any desired proprietary commodity code structure(s).

**5. Project Organization and Operating Procedures**

- (i) Project Organization. Client and EQL agree to assign staff to perform their respective project activities.
- (ii) Change Control Process. EQL projects follow a standard change control process. If during the course of a project, a scope change is identified, then the EQL project lead will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the EQL project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the EQL project manager and the Client project manager.
- (iii) Acceptance Process. Client will review any Work Product requiring explicit acceptance within five (5) business days of delivery and will document required adjustments. If EQL does not receive notice within the defined five-day period, each Work Product will be considered accepted. Within five (5) days, EQL will provide a revised Work Product that incorporates the agreed adjustments. In the event that Client does not accept the revised Work Product, the parties may agree to repeat this review and acceptance process one additional time. If

- disputes remain after repeating the acceptance process, the project team will refer these to EQL's and the Client's executive teams for resolution.
- (iv) Work Location. Client and EQL will perform all work at their respective locations.

6. Project Investment

Project Payment Schedule

Payment Item	Amount	Payment Schedule/Note
Setup & Configuration Fee	\$6,000.00	Remitted to EQL upon the start of the project.
Punch-out Integration Fee	\$2,750.00 per (NA for launch)	Remitted to EQL upon request and the completion of the system integration and validation.
<b>Total Services</b>	<b>\$6,000.00 (waived)*</b>	See Exhibit A, section 1 for joint marketing note.
Travel and Administrative Expenses Estimate	-0-	No travel is budgeted for this engagement.

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

EQL – Equal Level, Inc.	Client: ESUCC
Signed: <i>Orville A. Bailey</i>	Signed: <i>David M. Ludwig</i>
Printed Name: Orville A. Bailey	Printed Name: David M. Ludwig
Printed Title: Chief Executive Officer	Printed Title: Executive Director
Date: 06/01/2015	Date: 06-02-2015



**AMENDMENT NUMBER 2  
TO THE AGREEMENT  
BETWEEN THE  
EDUCATION SERVICE UNIT COORDINATING COUNCIL, NEBRASKA  
AND  
ION WAVE TECHNOLOGIES, INC.**

This Amendment Number 2 entered into and effective on December 1, 2020, modifies the Master License and Services Agreement (“Agreement”) between the Education Service Unit Coordinating Council, (“Client”) and Ion Wave Technologies, Inc. (“IWT”) entered into on June 15, 2015, and amended on January 1, 2018, as follows:

1. Definitions: All definitions set forth in the Agreement shall have the same meaning unless stated otherwise in this Amendment.
2. This Amendment Number 2 is issued to extend the term of the previous Agreement, as detailed in the attached Exhibit A-2.
3. The remaining two optional, annual payments on Exhibit A-1 are removed and superseded by this Amendment's Exhibit A-2.
4. All other terms and conditions of the Agreement remain unchanged.

[Remainder of page left intentionally blank – Exhibit A-2 follows]

**Exhibit A-2**  
**Licensed Products**

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
  - (i) IWT Sourcing software subject to the following terms and restrictions:
    - The previous license grant shall be extended for an additional three (3) year period with 2 optional 1-year extensions, with usage limited to client employees.
    - The IWT Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules. The Reverse Auction module, the Bid Evaluation Scoring module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
    - The cost of the license shall be paid annually as outlined in the payment section below.
  - (ii) IWT Contract Management software subject to the following terms and restrictions:
    - The previous license grant shall be extended for an additional three (3) year period with 2 optional 1-year extensions, with usage limited to client employees.
    - The Contract Management license shall include the Contract and Insurance Certificate Management modules. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
    - The cost of the license shall be paid annually as outlined in the payment section below when bundled with IWT Sourcing.
  
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
  - (i) Support and Maintenance:
    - IWT will provide Support Services as detailed in Exhibit B for the products listed above during the extended license period at no additional cost to Client.
  
3. **Payment.** Payment for the license fees shall be due as follows:
  - (i) \$27,750 Annual License Fees due September 30, 2021 for the service period 09/15/2021 to 09/14/2022.
  - (ii) \$28,000 Annual License Fees due September 30, 2022 for the service period 09/15/2022 to 09/14/2023.
  - (iii) \$28,250 Annual License Fees due September 30, 2023 for the service period 09/15/2023 to 09/14/2024.
  - (iv) Optional \$29,000 Annual License Fees due September 30, 2024 for the service period 09/15/2024 to 09/14/2025.
  - (v) Optional \$29,750 Annual License Fees due September 30, 2025 for the service period 09/15/2025 to 09/14/2026.
  
4. **Non Appropriation.** Client intends to remit to IWT all payments for the full term if funds are legally available. In the event Client is not granted an appropriation of funds at any time during the term for the funds and are not, otherwise available to Client to pay IWT payments due and to become due under this Agreement, and there is no other available funds by which payment can be made to IWT, and the non-appropriation did not result from an act or omission by Client, Client shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Client, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Client's fiscal period, Client's Business Services Executive Director shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Client, and (c) Client has exhausted all funds legally available to pay IWT. If Client terminates this Agreement because of non-appropriation of funds, Client may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by IWT; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

**Commented [DH1]:** For the optional years, pricing would revert to the \$750/year increase. We can always discuss an extension at that time like we are doing now.

**IN WITNESS WHEREOF,** each party hereto has caused this Amendment 2 to be executed and amended to the Agreement by its duly authorized representative.

IWT - Ion Wave Technologies, Inc. (IWT)	Client - Educational Service Unit Coordinating Council, NE
Signed:	Signed:
Printed Name:	Printed Name: Kraig Lofquist
Printed Title:	Printed Title: Executive Director
Date:	Date:

## **ADDENDUM TO 2019-2022 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND CrisisGo.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **CrisisGo** ("Contractor") to the 2019-2022 Special Buy Agreement signed by the Cooperative on October 11, 2019, and by the Contractor on October 11, 2019. The Addendum is as follows:

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

~~[NOTE TO BE DELETED: INSERT CHANGES HERE]~~

**CrisisGo Safety CheckIn** helps companies immediately assess risks and organize recovery while constantly monitoring safety threats and assisting staff during and post-incidents; including a pandemic, natural disaster, and other major disruptions. CrisisGo Safety CheckIn helps your organization gather important information for the safety and well-being of all your stakeholders.

**CrisisGo Direct 911** transmitting Advanced location (Alert name, verified location, message) via ALI in Realtime without upgrading 911 centers.

**CrisisGo Threat Assessment Manager** allows your team to easily develop comprehensive targeted violence and crisis prevention plans that align to your company's processes and procedures for providing threat assessments.

**Safety iPass** is an easy-to-use, intelligent, real-time survey solution that assigns a badge status for entry based on the results of a health screening survey and a temperature check. Status verification of anyone who enters a district facility or school bus can scan an ID badge, QR code, CrisisGo app, printed badges, or web portal. Synchronization with the student rosters and our advanced hybrid scheduling module allows for accurate information on exposures through CrisisGo's advanced algorithms. The Safety iPass solution features valuable tools that can help shape and accelerate plans to ensure student and staff health and safety when returning to school buildings and campuses

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

Product ID	Unit price	Name	Term	Billing frequency
86952751	\$ 420.00	CrisisGo Direct911 (1-Year)	P1Y	Annually
86952749	\$ 300.00	CrisisGo Direct911 (3-Year)	P3Y	Annually
49331348	\$ 700.00	CrisisGo Threat Assessment Manager (1-Year)	P1Y	Annually
49331330	\$ 500.00	CrisisGo Threat Assessment Manager (3-Year)	P3Y	Annually
96490414	\$ 875.00	Safety CheckIn (1-Year)	P1Y	Annually
147562342	\$ 99.00	Safety iPass (per month, month to month Agreement, including max 100 users)	P1M	Monthly
123583477	\$ 4.00	Safety iPass (pricing per user per year on 1-Year Agreement, minimum 500 users)	P12M	Annually
98940764	\$ 500.00	SafetyCheckIn (3-Year)	P36M	Annually

[NOTE TO BE DELETED: INSERT CHANGES HERE]

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

**CONTRACTOR**

**COOPERATIVE**

Chris Vuillaume

**Contact Name**

Kraig Lofquist

**Title** : General Manager

Executive

Director

Date Executed \_\_\_\_\_

Date Executed \_\_\_\_\_

Coop Directors report to ESUCC Board  
submitted by: Craig Peterson  
November 18, 2020

## 1. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid were vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- b. 2021 ESUCC-Annual Buy
  - i. Bids close December 11, 2020 (200,300,400,500,600,700,800,850,900 sections) and January 8, 2021 (100 section).
  - ii. 2021 Annual Buy Key dates for schools
    1. Paper Buy Catalog Opens - February 2, 2021
    2. Paper Buy Order Deadline Schools/Members – March 10, 2021
    3. Annual Buy Catalog Opens - February 16, 2021
    4. Annual Buy Teacher/Staff deadline – April 8, 2021
    5. First Day for Annual Buy delivery - May 24, 2021
    6. Delivery Deadline for 400 Paper - June 8, 2021
    7. Delivery Deadline Annual Buy Items - July 23, 2021

## 2. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
  - i. **Equal Level** – Amendment No. 2 to the Master License and Services agreement for the Coop online Marketplace is up before the board for another 3 year extension until August 31, 2024. The 3 year Agreement was first signed in June 2015 and was extended in 2018 with it expiring August 31, 2021 if we do not extend. The contracted price will be \$49,500 per year, a \$675 increase from current pricing.
  - ii. **ION Wave Technologies** - Amendment No. 2 to the Master License and Services agreement for sourcing/bidding, vendor registry and contracts management software.
  - iii. **CrisisGo** – Addendum to contract to add new product that significantly help schools and other organizations during Covid-19. New product includes CrisisGo

Safety CheckIn, CrisisGo Direct 911, CrisisGo Threat Assessment Manager and Safety iPass.

- iv. **Sanitizing Solutions** – New contract with a vendor in Omaha who started this business in response to Covid-19 and providing hand sanitizer. Has a number of options to purchase in quantity to include 1 Gallon, 5 Gallon, 55 Gallon and 245 Gallon containers.
- v. **Schoology/PowerSchool** – Addendum to an in place contract with Schoology now dba PowerSchool Group LLC. For ERP & Talent/HR functionality.
  - 1. ERP (Enterprise Resource Planning) or Core Finance & HR - This solution simplifies and manages administration processes. It is one integrated Finance and HR system, built specifically for K-12, making it easier to process departmental requests across functional silos. Centralize multiple budgets, manage unique HR decisions, and process complex payments—all in one place. It is a fund accounting solution that has a separate job ledger to track projects and grants, encumbrance accounting, position control, and a flexible chart of accounts with client-specific segments to simplify reporting (compliant in Nebraska). And it is fully integrated with the General Ledgers. From an HR perspective you can manage crucial employee processes online, including employee information, benefits, professional development, attendance, and payroll, without all the paperwork.
  - 2. Records - Streamline all HR processes and stay in constant communication with your staff. With a direct integration to Applicant Tracking, you can easily onboard new staff and use our reporting tool to view the progress of all of your new hires at once. From hire to retire, your staff will use this tool to submit requests, sign documents, update their employee files, and more. The system keeps HR on top of everything with customized workflows, reporting and automated reminders.
  - 3. Perform - This comprehensive performance evaluation system is designed to facilitate all employee evaluations. Perform can support any evaluation framework and you're able to change your forms as the years go. Supervisors and HR can keep real-time evaluation tracking and employees always know what's due. The tool helps employees invest in their own professional growth by using clear scoring tools, providing visibility in to the evaluation process and fosters dialogue with their supervisors.
  - 4. Applicant Tracking - Confidently manage each step of the hiring process from managing applications, scheduling interviews, automated reference checks, and online job listings. This tool creates a positive applicant experience with email updates, branded district portal, simple applications and transferable profiles.

### 3. AEPA

- a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.
- b. **2021 AEPA Bid** - Responsive vendors for categories below will move forward for recommendation for award at the AEPA Winter Virtual meeting December 1, 2020.
  - i. 021-A Athletic Facility Lighting (Re-bid)
  - ii. 021-B Hardwood & Synthetic Flooring (Re-bid)
  - iii. 021-C Digital Multi-Function Devices, Printers, Document Lifecycle Accessories & Services (Re-bid)
  - iv. 021-D Roofing & Building Envelope Services (Re-bid)
  - v. 021-E HVAC & Mechanical Products and Solutions (New category)
  - vi. 021-F Disaster Recovery Services (New category)
  - vii. 021-G Security & Safety Solutions (New category)

#### 4. Additional Information

- i. Communications with the following vendors/organizations throughout the month: Hanes, The Brenmar Company, Dell Computers, PowerSchool, Apple, CDW-G, School Specialty, Linewize, Scholastic
- ii. Webinars/Trainings attended: Adobe Staff Training, Infection Prevention for Schools & Childcare, HON's EdExperience | Education Showroom, Remote Learning with ClassLink.
- iii. GEERs – have been working with Scott Isaacson, the GEERs committee and vendors to acquire device pricing quotes and preparing to place orders.
  - 1. Discussion with Apple about processing orders so schools won't have to go through a change of ownership for devices received.
  - 2. SpaceX/Starlink discussion about public beta in Nebraska for Internet access.
  - 3. Preparing invoicing for NDE

## November 2020

**Food Audit:** 2020-21 Food Program audit completed

**Q3 2020 Sales:** Overall sales  \$484k from Q3 2019

- \* AEPA  \$75k
- \* Special Buys  \$216k
- \* Food Buy  \$24k
- \* Custodial  \$296k
- \* Annual Buy Extended Buy  \$23k