

Educational Service Unit Coordinating Council
Legal Committee Meeting
Tuesday, November 19, 2019, 3:00 PM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

1. Call to Order
2. Roll Call
3. Agenda Item
 1. COOP
 1. Coop Strategic Plan
 1. COOP Fall Newsletter
 2. Coop Contracts
 1. Recommend Approval of Special Buy Agreement for Scholastic Library Publishing, Inc.
 2. Recommend Approval of Special Buy Agreement with Really-Good Stuff
 3. Approval of Addendums for Odysseyware and Edgenuity
 4. Recommend approval of the Special Buy Agreement with Wyebot
 5. Approval of Extension to Staples Special Buy
 6. Recommend Approval of Articulate 360 (NDE and ESUCC)
 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
2. LR 63 - Interim study to examine educational service units
3. Legislative Day February 12, 2020
3. LB 519 - Distance Education Incentives
4. Policies and Procedures
1. Recommend Approval Article 1 Section of Policy Updates
2. Review Policies: Article 2
4. Next Meetings Agenda Items
5. Adjournment

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

United We Save

Since 1968
Nebraska Educational Service Unit
Coordinating Council Cooperative Purchasing



Fall 2019 | Issue 2

ESUCC Special Buy Program

The term "Special Buy" is given to single, price negotiated contracts between the ESUCC and vendors offering products, subscriptions &/ or services that are beneficial to our statewide schools and state/ local agencies.

These offerings are available through the Marketplace, providing leveraged purchasing power and reducing the need for schools and agencies to conduct solicitations, and establish and manage individual contracts.

These contracts are offered in addition to the bid awarded Annual and Paper Buy, AEPA, Food and Custodial Buy Programs.

To see all of our current programs, please visit our [Product Category](#) page to see what the Coop has to offer for school or agency.

[Visit Our Website](#)



Did you know:

*Special Buy Purchases
made by Nebraska Schools
& agencies for the 2018 -
19 year were
\$2.1M with \$800K in
savings.*

[Shop The Marketplace Today](#)

New Special Buy Offerings



From Guided Reading and Early Childhood, to Classroom Libraries and Digital Resources, Scholastic Education supplemental programs provide quality instructional resources to fill critical literacy and learning gaps, differentiate reading instruction for all students, and provide classroom libraries that meet the specific needs and interests of the students you serve.

[Scholastic ESUCC Webpage](#)



As the parent company Odysseyware and AOP, Glynlyon provides comprehensive online curriculum solutions to school districts and students in the home education market, with a nationwide footprint of over 3000 public school district partners, industry leading homeschool curriculum, and two fully accredited private virtual schools. Through innovation and superior customer service, Glynlyon strives to be the provider of choice for initial credit, credit recovery, blended learning and home-based learning.

[Glynlyon ESUCC Webpage](#)



Edgenuity partners with schools and districts to bring a world-class learning experience to classrooms of any size and shape using cutting-edge digital tools and research-backed instructional strategies. Edgenuity's online curriculum and learning solutions are designed to support all educators and students, and can be easily customized to meet the unique needs of any school, classroom, and student.

[Edgenuity ESUCC Webpage](#)



Nearpod is an award-winning student engagement platform with ready-to-run interactive lessons for K-12 teachers. Explore interactive lessons and interactive technology for the classroom that students love.

[nearpod ESUCC Webpage](#)

Special Buy Purchasing Categories & Vendors



- Career & Technical Education
- Classroom Supplies
- Custodial Supplies
- Digital Resources
- E-Recycling
- Furniture
- Learning Management Systems
- Lighting- Bulbs, Ballasts
- OEM HP Toner & Ink Cartridges
- Office Supplies
- Security Software
- Software
- Technology

How Many Logos Do You Recognize?



Digital Resources, Career & Technical Education, Learning Management



Technology, Software, Security



Office, Classroom, Custodial Supplies

[**Visit The Marketplace**](#)



Mark Your Calendar

October

16th ESUCC Coop Monthly Zoom Call 2:00PM CST

November

6th ESUCC Coop Monthly Zoom Call 2:00PM CST

[**Join The Call**](#)



2019-2022 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and Scholastic Library Publishing, Inc. (“Contractor”). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts (“Members”) of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 249 school districts and more than 300,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing. Prices are subject to an annual price increase not to exceed 5%.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on , October 3, 2019 (“Effective Date”) and shall continue until 12:00 midnight (CST) on , October 1, 2022, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

6. Termination.

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all third party

claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

8. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
- B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

9. Public Records. The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

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

11. Drug/Alcohol/Tobacco/Weapons Free Workplace. The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member

related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

12. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
13. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
14. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
15. **Taxpayer Identification.** Contractor's federal employer identification number is: 06-1226353.
16. **Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
17. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist
6949 South 110th Street
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing
Attn: Craig Peterson
PO Box 858

412 W. 14th Ave
Holdrege, NE 68949

Contractor: [Scholastic Library Publishing, Inc.](#)
[Attn: Kathy Brown](#)
[90 Old Sherman Turnpike Danbury CT 06810](#)

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

18. **Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
19. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
20. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
21. **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
24. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations

to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

25. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
26. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
27. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
28. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
29. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
30. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
31. **Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of ~~any state government or of the United States~~ Nebraska; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of ~~another state~~ Nebraska.
32. **Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to Cooperative
Exhibit B – Payment Terms & Schedule

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

COOPERATIVE

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

CONTRACTOR

By: A. Henderson
Name: Allison Henderson
Title: Vice President of Administration
Date: 10/1/19

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

(Digital) Scholastic GO, TrueFlix, FreedomFlix, ScienceFlix, Scholastic Teachables, and Watch & Learn Library

(Print) Children's Press, Franklin Watts, and selected Scholastic titles

<<VENDOR INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

Digital

10% discount off our standard Educational Prices

Renewals are subject to a 5% increase

Print

32% off list price (Reinforced Library Binding) Children's Press, Franklin Watts, and selected Scholastic title

40% off list price (Trade Binding) selected Scholastic title

Free "standard" Marc Records

Free "Standard" Library processing

"Standard"=requires no data manipulation

Free shipping and handling on orders of \$350 or more. For orders less than \$350, there is a 5% charge.

Please see the attached pages for the individual Digital pricing

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within ~~sixty (60)~~ forty-five (45) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.

- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

ESUCC Cooperative Purchasing

Pricing valid until 7/31/2020

Prices are subject to an annual price increase not to exceed 5%



# of schools	Annual list price per school	Education Price	ESUCC Price
1	\$1,885	\$919	\$826.88
2 to 5	\$1,885	\$750	\$675.00
6 to 10	\$1,885	\$689	\$620.10
11 to 50	\$1,885	\$599	\$539.10
51 - 100	\$1,885	\$549	\$494.10
100+	\$1,885	\$499	\$449.10

Please Note:

Small school pricing for schools with 250 students or less is \$499 per building.



# of schools	Annual list price per school	Education Price	ESUCC Price
1	\$1,049	\$703	\$632.50
2 to 5	\$1,049	\$635	\$571.91
6 to 10	\$1,049	\$566	\$509.49
11 to 50	\$1,049	\$493	\$443.39
51 to 100	\$1,049	\$416	\$374.54
100+	\$1,049	\$342	\$307.53

Please Note:

Small School pricing for schools with 250 students or

less is \$320 per building.



# of schools	Annual list price per school	Education Price	ESUCC Price
1	\$1,049	\$588	\$529.20
2 to 5	\$1,049	\$528	\$475.34
6 to 10	\$1,049	\$468	\$421.47
11 to 50	\$1,049	\$408	\$367.61
51 to 100	\$1,049	\$349	\$313.74
100+	\$1,049	\$289	\$259.88

Please Note:

Small School pricing for schools with 250 students or less is \$299 per building.



# of schools	Annual list price per school	Education price per Middle & High School	ESUCC Price per Middle/High School	Education Annual Price per Elementary School	ESUCC Price per Elementary School
1	\$1,319	\$725	\$652.08	\$690	\$621.40
2 to 5	\$1,319	\$714	\$642.20	\$628	\$565.38
6 to 10	\$1,319	\$691	\$621.45	\$565	\$508.32
11 to 50	\$1,319	\$663	\$596.75	\$496	\$446.08
51 to 100	\$1,319	\$604	\$543.40	\$421	\$378.65
100+	\$1,319	\$493	\$443.61	\$340	\$306.03

Please Note:

Elementary schools are defined as being grades K-5.

SCHOLASTIC Teachables

Printables, Lessons, Mini-Books, and More!

# of schools	Annual list price per school	Education Price	ESUCC Price
1	\$999	\$499	\$449.10
2 to 5	\$999	\$474	\$426.65
6 to 10	\$999	\$449	\$404.19
11 to 50	\$999	\$399	\$359.28
51 to 100	\$999	\$349	\$314.37
100+	\$999	\$299	\$269.46

Please Note:

Small School pricing for schools with 250 students or less is \$299 per building

Watch & Learn LIBRARY

# of schools	Annual list price per school	Education Price	ESUCC Price	Small School Pricing >100 students	ESUCC Price
1	\$1,999	\$750	\$675.00	\$450	\$405.00
2 to 5	\$1,999	\$712	\$640.80	\$427	\$384.30
6 to 10	\$1,999	\$676	\$608.40	\$405	\$364.50
11 to 50	\$1,999	\$600	\$540.00	\$360	\$324.00
51 to 100	\$1,999	\$523	\$470.70	\$315	\$283.50
100+	\$1,999	\$450	\$405.00	\$270	\$243.00



2019-2022 SPECIAL BUY AGREEMENT

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- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on November 20, 2019 (“Effective Date”) and shall continue until 12:00 midnight (CST) on June 30, 2022, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

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- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

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- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
 - B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
 - C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
 - D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
 - E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.
- 8. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:
- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
 - B. If applicable, workers compensation coverage meeting all statutory requirements.
- The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.
- 9. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while

on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

12. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
13. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
14. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
15. **Taxpayer Identification.** Contractor's federal employer identification number is: 06-0957692.
16. **Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
17. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist
6949 South 110th Street
LaVista, NE 68128

With copy to:

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

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

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

18. **Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
19. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
20. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
21. **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from

each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 29. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as my from time to time be provided by written instrument signed by both parties.
- 30. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 31. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the

same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.

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

- Exhibit A – Scope of Good or Services to be provided to Cooperative
- Exhibit B – Payment Terms & Schedule

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

COOPERATIVE

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

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT “A”

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS



ABOUT US

SUPPLY YOUR DISTRICT OR SCHOOL

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

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

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

SUPPLY YOUR DISTRICT OR SCHOOL

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

JOIN OUR COMMUNITY

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

You can also engage with us on social media! We're active on Facebook, Twitter, Pinterest, and Instagram. Come check it out and be a part of our growing online community! You'll experience the most supportive teacher network around!



PRODUCT OVERVIEW

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



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

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

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

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

STEVE SPANGLER SCIENCE

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



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

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



Each guide offers:

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

STANDARDS MATCH



We Know Standards

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

Find Products That Meet The Standards You Need.

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

Standards Search

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

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

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

COLORCLASS

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



Commonly Asked Questions

What is ColorClass®?

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



What are the advantages of organizing my classroom with color?

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

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

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

SUBSCRIPTION BOX

RECEIVE A NEW REALLY GOOD BOX OF STUFF EVERY MONTH!

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



Engaging Themes

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



Enough For Everyone

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



Loyalty Program

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



Exclusive Materials

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

Created just for you.

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

What's inside each box

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

See the box in action

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

REALLY GOOD STUFF TCA (TEACHER CHOICE AWARDS) CLASSROOM WINNERS

2001:

EZC Reader (**Winner**) **114097**

2002:

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

Candy Heart Graphing Kit (**Winner**)

2005:

Place Values Pocket Chart (**Winner**) **136132**

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

2006:

100 Grid Magnetic Deluxe Set (**Winner**) **150011**

Spaceman Kit with Teacher and Student Size (**Winner**) **151988**

2009:

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

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

2010:

Writing Workshop Revising And Editing Pencils Kit (**Winner**) **157457**

2011:

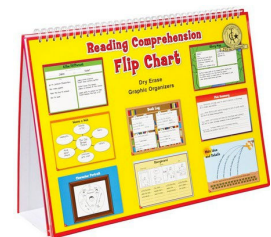
Reading Comprehension Flip Chart (**Winner**) **303700** (304362 has replaced this. The new one is larger than the original.)

2012:

Portable Word Wall (**Winner**) **303871**

2013:

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



2014:

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

2016:

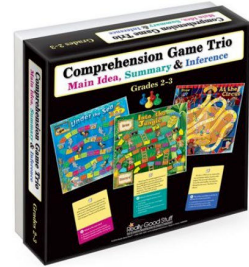
Close Reading Clips: General Comprehension and Literary Elements

(Winner) 306314

2018:

Comprehension Game Trio: Main Idea, Summary & Inference

(Winner) 306990



WHY SHOP WITH US?

OVER 25 YEARS OF EXPERIENCE

We've been helping teachers make a difference since 1992! Our teacher-inspired products have enriched thousands of classrooms.

[Learn More About Us](#)



REALLY EZ PAY™ PAYMENT PLAN

Stretch your budget with our convenient payment plan that allows you to purchase the things you need now and pay in installments, rather than one lump sum at no extra cost.

[Learn About Really EZ Pay™](#)



YOUR SATISFACTION IS OUR NUMBER ONE CONCERN

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



SAFE AND SECURE SHOPPING

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

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

[Learn About Our Norton Shopping Guarantee](#)



THOUSANDS OF HAPPY CUSTOMERS

Don't take our word for it, check out the latest ratings and reviews from our existing customers.

[Read Shopper Approved Reviews](#)



SALES & CUSTOMER SERVICE

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

SALES

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

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

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

ORDERING

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

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

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

the following address.

Really Good Stuff, LLC.

P.O. Box 1111

Shelton, CT 06484-1110

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

Who We Are And What Do We Do?

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

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

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

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

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

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



Going Beyond the Classroom and into the Home

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

Classroom



School



Outside of School

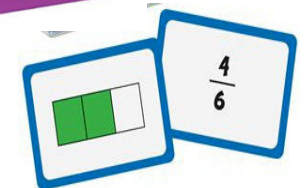
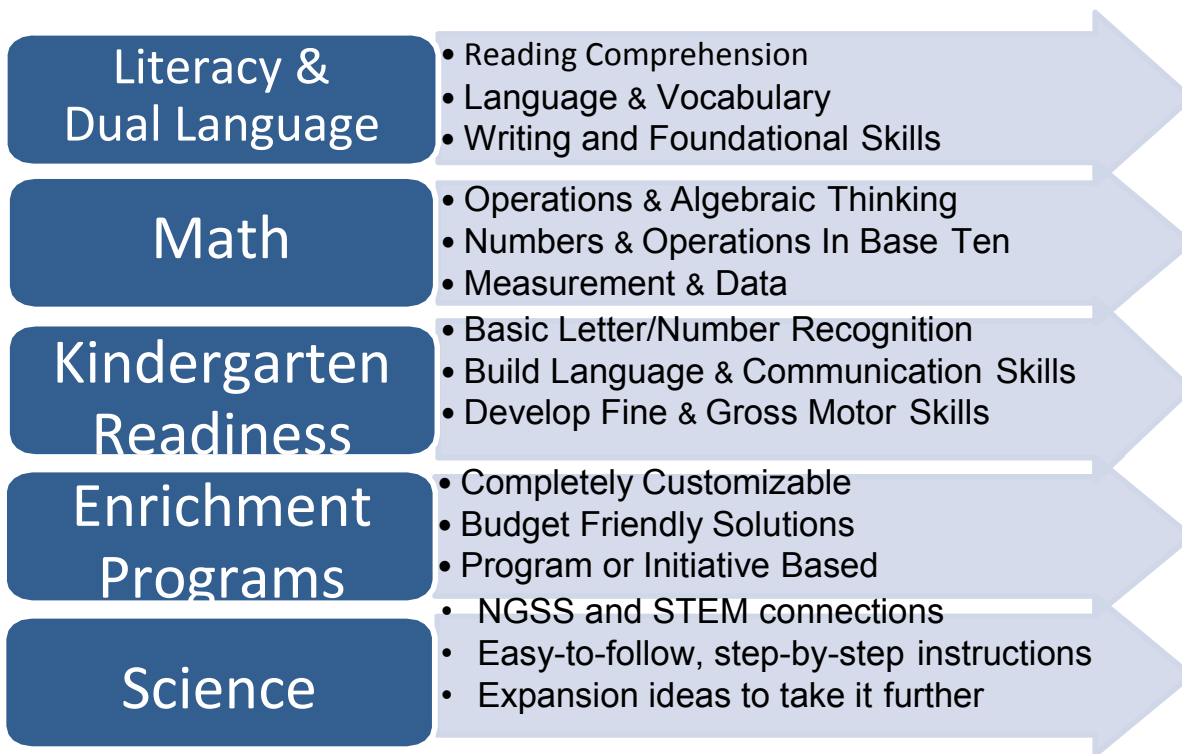


District



Considerably More than Classroom Materials

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



Hands-on and Interactive Materials



- 15-20 minutes activities
- Easy to understand
- Easy to use

- Fun and game-like
- Reinforce classroom learning
- GREAT for Family Engagement

Educational Solutions – Customized Kits

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





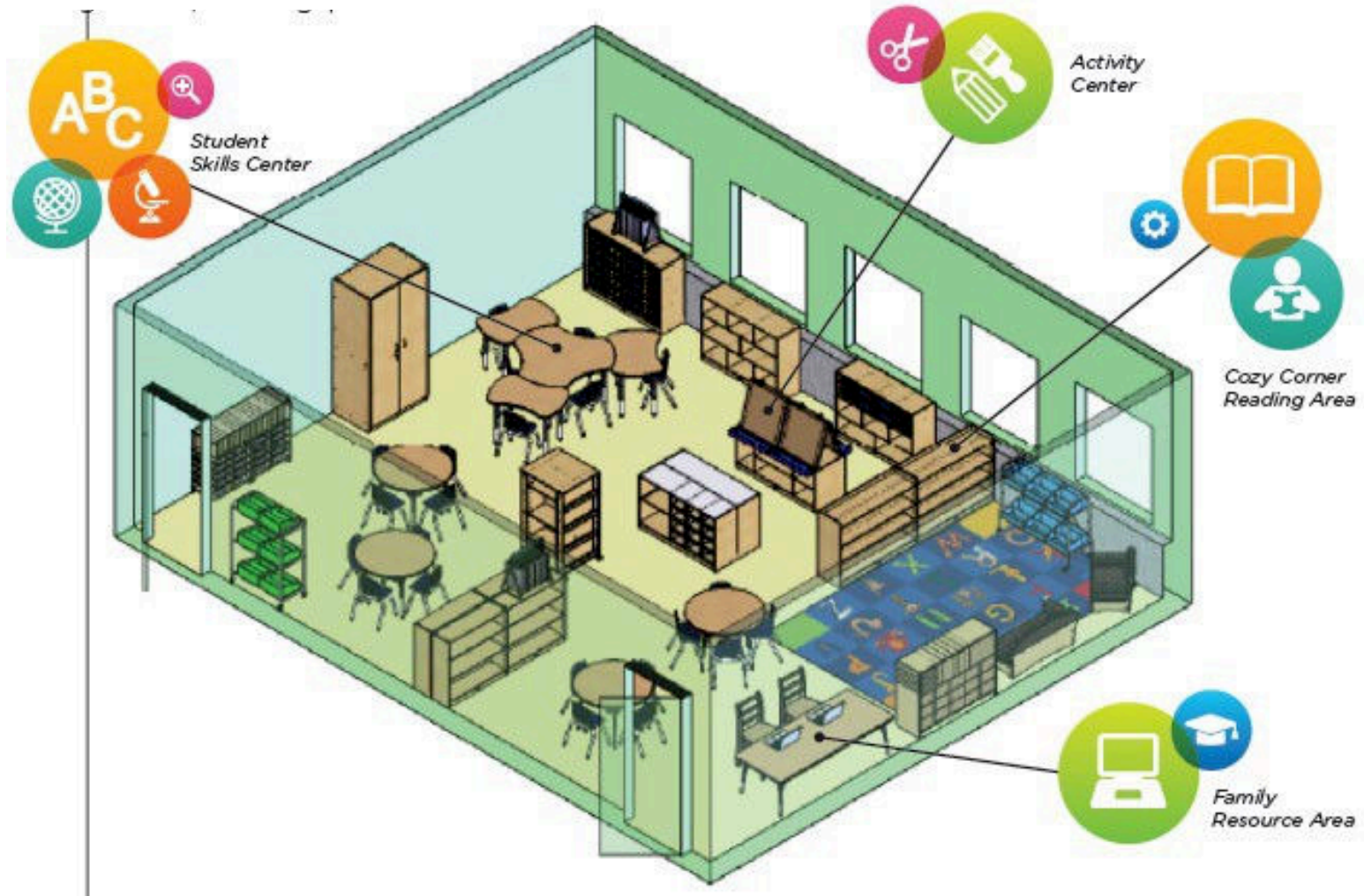
Don't just teach STEM... create
unforgettable learning experiences!

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



Really Good Stuff® 
fun tools for the classroom

Really Good Resource Room – Sample Design Layout

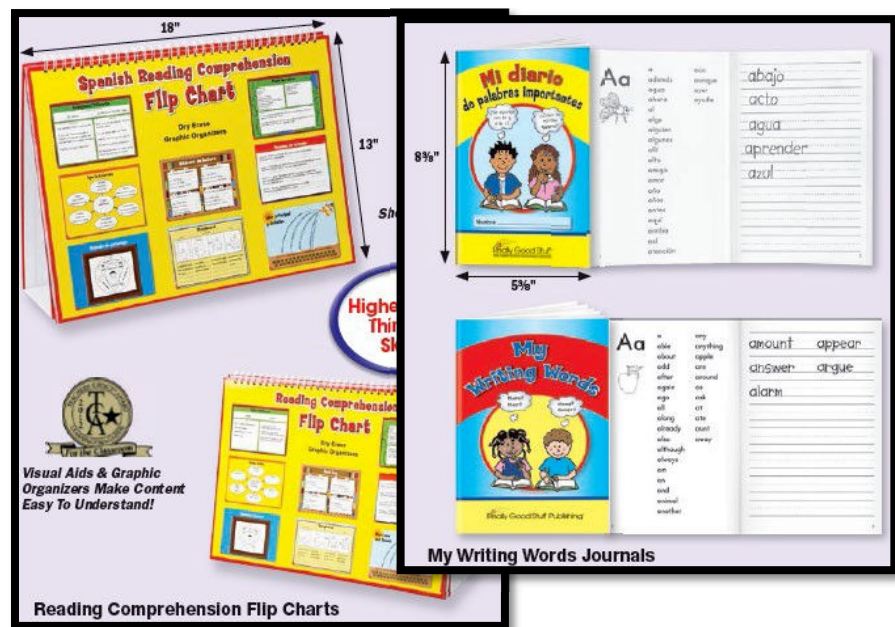


Dual Language Resources

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

The Same Products Are Available In English And Spanish!

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



Really

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

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



Ships Separately

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

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (60) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. **Acceptance of Services or Products:**

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is

practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

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

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

ADDENDUM TO 2019-2022 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND Glynlyon Inc.

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Glynlyon Inc.** ("Contractor") to the 2019-2022 Special Buy Agreement signed by the Cooperative on July 1, 2019 and by the Contractor on June 25, 2019. The Addendum is as follows:

Exhibit "A" and **Exhibit "B"** are amended to add the following goods or services at the prices indicated.

- Odysseyware Concurrent Seats \$650 All Content
- Odysseyware Summer School Concurrent Seats - \$100

All other terms and conditions of the 2019-2022 Special Buy Agreement shall remain in full force and effect.

COOPERATIVE


CONTRACTOR

 Kraig Lofquist
 Executive Director

DocuSigned by:
Sari Factor
 70D9EEFB5EC2F46D...

 Sari G. Factor
 CEO

Date Executed _____

10/18/2019
 Date Executed _____
 DS


Approved by Legal: _____

ADDENDUM TO 2019-2022 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND EDGENUITY INC.

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and **Edgenuity Inc.** (“Contractor”) to the 2019-2022 Special Buy Agreement signed by the Cooperative on July 1, 2019, and by the Contractor on June 25, 2019. The Addendum is as follows:

Exhibit “A” & Exhibit “B” are amended to add the following goods or services at the prices indicated.

- Edgenuity Concurrent Seats \$650 6-12 Digital Libraries excluding eDynamic, Sophia, and Purpose Prep
- Edgenuity Summer School Concurrent Seats - \$100
- Instructional Services \$275 with Edgenuity Teacher--per student, per course, per semester

OPTIONAL - MyPath Site License Tiered Pricing with NWEA Integration Included:

Tier (Based on Total enrollment of school)	MyPath Reading and Math	MyPath Reading	MyPath Math
Tier 1 (1-100)	\$1,495	\$ 999	\$ 999
Tier 2 (101-250)	\$2,995	\$1,595	\$1,595
Tier 3 (251-500)	\$4,995	\$2,995	\$2,995
Tier 4 (501-1000)	\$7,995	\$4,995	\$4,995
Tier 5 (1001-2500)	\$9,995	\$5,995	\$5,995
Tier 6 (2501+)	\$12,995	\$6,995	\$6,995

OPTIONAL - Pathblazer Tiered Pricing with NWEA Integration Included:

Pathblazer Site License									
	Pathblazer K-5			Pathblazer 6-8			Pathblazer K-8		
Tier (Based on Total enrollment of school)	Reading and Math	Reading	Math	Reading and Math	Reading	Math	Reading and Math	Reading	Math
Tier 1 (1-100)	\$1,495	\$ 999	\$ 999	\$1,495	\$ 999	\$ 999	\$2,995	\$1,595	\$1,595
Tier 2 (101-250)	\$2,995	\$1,595	\$1,595	\$2,995	\$1,595	\$1,595	\$4,995	\$2,995	\$2,995
Tier 3 (251-500)	\$4,995	\$2,995	\$2,995	\$4,995	\$2,995	\$2,995	\$7,995	\$4,995	\$4,995
Tier 4 (501-1000)	\$7,995	\$4,995	\$4,995	\$7,995	\$4,995	\$4,995	\$9,995	\$7,995	\$7,995
Tier 5 (1001-2500)	\$9,995	\$5,995	\$5,995	\$9,995	\$5,995	\$5,995	\$12,995	\$9,995	\$9,995
Tier 6 (2501+)	\$12,995	\$6,995	\$6,995	\$12,995	\$6,995	\$6,995	\$15,995	\$12,995	\$12,995

Professional Development Pricing

Item	Tier 1 1-2 Days	Tier 2 3-5 Days	Tier 3 6-9 Days	Tier 4 10 or More Days
PD Onsite Day (6 hours) - Cost per Day	\$2,500	\$2,400	\$2,300	\$2,200
PD Webinar Training (2 hours)	\$500 per session			

All other terms and conditions of the 2019-2022 Special Buy Agreement shall remain in full force and effect.

COOPERATIVE

 Kraig Lofquist
 Executive Director

Date Executed _____

CONTRACTOR

DocuSigned by:

 70D9EFB5FC2F46D...

 Sari G. Factor
 CEO

10/18/2019
 Date Executed _____

Approved by Legal: _____

Certificate Of Completion

Envelope Id: CC591A696FF14A0A8AACDBF12FAC1F0A	Status: Completed
Subject: Please DocuSign: 2019_ Product Addendums to Edgenuity SB_2019.10.18.pdf, 2019-10-08 Product Add...	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tammy Wilder
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	8860 E. Chaparral Rd. Suite 100
	Scottsdale, AZ 85251
	tammy.wilder@edgenuity.com
	IP Address: 67.133.165.2


Record Tracking

Status: Original	Holder: Tammy Wilder	Location: DocuSign
10/18/2019 12:07:41 PM	tammy.wilder@edgenuity.com	

Signer Events

Tammy Wilder
tammy.wilder@edgenuity.com
Corporate Counsel
Edgenuity
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 67.133.165.2


Timestamp

Sent: 10/18/2019 12:12:31 PM
Viewed: 10/18/2019 12:12:38 PM
Signed: 10/18/2019 12:12:43 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sari Factor
sari.factor@edgenuity.com
CEO
Edgenuity Inc,
Security Level: Email, Account Authentication (None)

DocuSigned by:

70D9EFB5FC2F46D...

Signature Adoption: Pre-selected Style
Using IP Address: 173.197.115.98

Sent: 10/18/2019 12:12:44 PM
Viewed: 10/18/2019 12:16:56 PM
Signed: 10/18/2019 12:17:07 PM

Electronic Record and Signature Disclosure:

Accepted: 10/18/2019 12:16:56 PM
ID: c86049a4-3152-449c-a4a5-5229d5deac78

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Crystal Church
crystal.church@edgenuity.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/18/2019 12:17:08 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/18/2019 12:17:08 PM
Certified Delivered	Security Checked	10/18/2019 12:17:08 PM
Signing Complete	Security Checked	10/18/2019 12:17:08 PM
Completed	Security Checked	10/18/2019 12:17:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Edgenuity (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Edgenuity:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: humanresources@edgenuity.com

To advise Edgenuity of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at humanresources@edgenuity.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Edgenuity

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to humanresources@edgenuity.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Edgenuity

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to humanresources@edgenuity.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Edgenuity as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Edgenuity during the course of my relationship with you.



2019-2022 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and ___Wyebot, Inc._____ (“Contractor”). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts (“Members”) of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 249 school districts and more than 300,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on ___11/20___, 2019 (“Effective Date”) and shall continue until 12:00 midnight (CST) on ___11/30___, 2022, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

6. Termination.

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of

injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
 - C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
 - D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
 - E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.
8. **Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:
- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
 - B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

9. **Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
10. **Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
11. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member

related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

12. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
13. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
14. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
15. **Taxpayer Identification.** Contractor's federal employer identification number is: _____ 81-0993226.
16. **Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
17. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist
6949 South 110th Street
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing
Attn: Craig Peterson
PO Box 858

412 W. 14th Ave
Holdrege, NE 68949

Contractor: Wyebot, Inc
Attn: Roger Sands, CEO
2 Mount Royal Ave, Suite 310 _____
Marlborough, MA 01752 _____

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

18. **Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
19. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
20. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
21. **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
24. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or

delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

25. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative. Unless a majority of Contractor's business is acquired by another party.
26. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
27. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
28. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
29. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
30. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
31. **Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.

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

- Exhibit A – Scope of Good or Services to be provided to Cooperative
- Exhibit B – Payment Terms & Schedule

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

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

CONTRACTOR

By: _____

Name: Roger Sands _____

Title: CEO _____

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Wyebot's Wireless Intelligence Platform analyzes, optimizes and using the patented AI-based engine, automatically provides problems and solution identification resulting in a 90% reduction in mean time to problem resolution, a 50% reduction WiFi problem tickets, and reduction in onsite problem-solving visits by up to 80%. The platform consists of an on premise sensor and a cloud dashboard. Subscription includes support, upgrades and updates to the platform.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

1-24 Subscription-years \$900

25-49 Subscription-years \$700

50-99 Subscription-years \$680

100+ Subscription-years \$640

Pricing is based upon number of subscription-years purchased. It includes sensor and online dashboard, all support, maintenance and upgrades. Renewals are at the then-current tier.

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (60) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

**EXTENSION TO 2017-2020 SPECIAL BUY AGREEMENT BETWEEN
ESUCC COOPERATIVE PURCHASING AND Staples Contract &
Commercial operating as Staples Business Advantage**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Staples Business Advantage ("Contractor") to the 2017-2020 Special Buy Agreement ("Agreement") signed by the Cooperative on March 10, 2017, and by the Contractor on March 13, 2017. The Addendum is as follows:

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

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

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 February 28, 2023. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Name: _____
Title: _____

Date: _____

Date: _____

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
November 20, 2019

1. Presentations

- a. October 30 Director Peterson presented to the ESU 1 & 8 Superintendents/Advisory meeting in Norfolk highlighting the ESUCC Coop program.
- b. November 6 Monthly Zoom – Demo of CrisisGo [Link to recording](#)

2. 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. All Annual Buy bids close on 12/06/2019 except for the 100 Technology section, this will close on 01/10/2020. Line item awards will then be made during the week of December 9-12. Vendors then have December 16-30th to review and can dispute bid awards starting January 1-3. Awards are finalized on January 6th. A similar process will happen for the 100 Technology section but with dates in January to provide Technology vendors to receive new models from Manufacturers announced at the Consumer Electronics show.

3. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
- b. **Scholastic Library**
 - i. This is a separate offering through the Scholastic Library division from the current instructional and digital subscription products under contract.
- c. **Really Good Stuff**
 - i. Collection of fun and creative teaching tools. Access to over 4,000 products in inventory to include proprietary storage options, Desktop Helper, Nameplates, Dry Erase supplies, curriculum support materials, and STEM-STEAM items.
- d. **Edgenuity & Odysseyware**
 - i. Addendum to expand the product offering from only Summer courseware to most all of Edgenuity & Odysseyware's offering.
- e. **Wyebot**

- i. Wyebot is a wireless intelligence platform to help improve WIFI reliability, performance and visibility. Sensors are placed in a wireless network to fingerprint, monitor, test and mitigate wireless network performance issues.
 - f. **Articulate**
 - i. Articulate 360 is a package of authoring applications to develop custom, interactive courses that work on multiple device types.
 - g. **Setup of Nearpod in Marketplace**
 - i. Finalized Nearpod setup with bundled product for their 3 core items. These are now available in the ESUCC Marketplace.
 - h. **Adobe VIP Named User licenses**
 - i. New Schools coming onboard this last month include North Platte Public Schools, Holdrege Public Schools.
 - ii. Currently we have 16,983 Creative Cloud for Education application licenses purchased and 28,039 licenses of the free Adobe Spark licenses. All users are required to sign in through the Nebraska Cloud Single-Sign-On.
 - iii. Savings for each District ranges from \$2,000 to \$12,000 depending on how they would have licensed under a district license, single building or Device license models.
 - i. **Special Buy Contract Considerations**
 - i. **Microsoft** – Discussions with Justin Laureys about ESUCC replacing the EES model with the M365 licensing model and continue the OVS model for Office and Windows upgrades.
 - 1. Microsoft 365 bundle has the same functionality but has cloud features and allows at home use by students. All students would benefit for free. Calculated on Faculty & Staff (Ed qualified user). Currently 14-15 schools in the state are using the M365 model. By having ESUCC involved this would allow schools to purchase under Level F pricing that they wouldn't be able to on their own.
 - 2. Members that don't want to purchase everything under M365 could still purchase Office and Windows under the OVS agreement.
 - ii. **Educational Design Solutions**
 - 1. Reseller of Reading Plus & Lexia reading programs. Working through the contract requirements for a Special Buy agreement and may have in January.

4. 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 28 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

- i. Winter meeting to be held in Scottsdale Arizona on December 2-4. Director Peterson will be attending Winter meeting with all staff attending the Spring meeting. New bid categories and re-bid categories will be awarded at this meeting.

5. Additional Information

- i. Communications with the following vendors/organizations throughout the month:
 - 1. Nearpod
 - a. Continued to discuss how Nearpod wanted product setup in the Marketplace (Bundled with core items). Updated product and logos as discussed and made product available for purchase.
 - b. Discussion about a cart message when users checkout of the Marketplace.
 - 2. School Specialty
 - a. Monthly meeting to discuss Annual Buy, Sales, Marketing.
 - 3. CrisisGo
 - a. Setup CrisisGo in the ESUCC Marketplace.
 - b. Product demonstration presented over Zoom on November 6. Recorded and posted on [Coop Marketplace Resources](#) page.
 - 4. Sadoff E-Recycling & Data Destruction
 - a. Discussion on how to market technology scrap buy back program
 - b. Fund raising possibility were member's host a technology-recycling pick up day and Sadoff provides payment to the fund raising organization (Band, Athletics, Library, etc.) for devices collected. Parents and Businesses in the community can bring in devices for recycling (examples would be Desktop computers, cell phones, networking gear, devices requiring a charge to recycle would include monitors and TVs)
 - c. Discussed having Sadoff presenting over Zoom to interested schools sometime in February.
 - 5. [League of Municipalities](#)
 - a. Investigating the cost of attending one of the League's conferences to promote municipalities joining the ESUCC Coop program. Non-member vendor tables run \$675.
 - b. [Midwinter conference](#) appears to be the largest. Monday February 24, to Tuesday February 25, Cornhusker Marriot, Lincoln.

6. Quill – Discussion about marketing and applying coupons through the ESUCC Marketplace for members. Currently Quill does not have this capability but they are looking into what it would take so our members can apply them through the ESUCC Marketplace when they punch-out to Quill.

November 2019

Food Audit: 2019-20 Food Program audit completed

October 2019 Fall Newsletter (see below)

- * Sent October 1st to 1564 recipients
- * 343 bounces/ 1221 successful deliveries
- * 53% open rate
- * 6% click rate

Q3 2019 Sales

- * Up \$682,563.36 from Q3 2018
- * Up \$30,004.19 from Q3 2017
- * AEPA up \$343k (School Specialty up \$170k)
- * Special Buys up \$227k (Staples up \$159k)
- * Food Buy up \$63k
- * Custodial up \$54k
- * Annual Buy Extended Buy down \$6k

United We Save

Since 1968
Nebraska Educational Service Unit
Coordinating Council Cooperative Purchasing



Fall 2019 | Issue 2

ESUCC Special Buy Program

The term "Special Buy" is given to single, price negotiated contracts between the ESUCC and vendors offering products, subscriptions &/ or services that are beneficial to our statewide schools and state/ local agencies.

These offerings are available through the Marketplace, providing leveraged purchasing power and reducing the need for schools and agencies to conduct solicitations, and establish and manage individual contracts.

These contracts are offered in addition to the bid awarded Annual and Paper Buy, AEPA, Food and Custodial Buy Programs.

To see all of our current programs, please visit our [Product Category](#) page to see what the Coop has to offer for school or agency.

[Visit Our Website](#)



Did you know:

*Special Buy Purchases
made by Nebraska Schools
& agencies for the 2018 -
19 year were
\$2.1M with \$800K in
savings.*

[Shop The Marketplace Today](#)

New Special Buy Offerings



From Guided Reading and Early Childhood, to Classroom Libraries and Digital Resources, Scholastic Education supplemental programs provide quality instructional resources to fill critical literacy and learning gaps, differentiate reading instruction for all students, and provide classroom libraries that meet the specific needs and interests of the students you serve.

[Scholastic ESUCC Webpage](#)

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[Scholastic ESUCC Webpage](#)



As the parent company Odysseyware and AOP, Glynlyon provides comprehensive online curriculum solutions to school districts and students in the home education market, with a nationwide footprint of over 3000 public school district partners, industry leading homeschool curriculum, and two fully accredited private virtual schools. Through innovation and superior customer service, Glynlyon strives to be the provider of choice for initial credit, credit recovery, blended learning and home-based learning.

[Glynlyon ESUCC Webpage](#)



Edgenuity partners with schools and districts to bring a world-class learning experience to classrooms of any size and shape using cutting-edge digital tools and research-backed instructional strategies. Edgenuity's online curriculum and learning solutions are designed to support all educators and students, and can be easily customized to meet the unique needs of any school, classroom, and student.

[Edgenuity ESUCC Webpage](#)



Nearpod is an award-winning student engagement platform with ready-to-run interactive lessons for K-12 teachers. Explore interactive lessons and interactive technology for the classroom that students love.

[nearpod ESUCC Webpage](#)

Special Buy Purchasing Categories & Vendors



- Career & Technical Education
- Classroom Supplies
- Custodial Supplies
- Digital Resources
- E-Recycling
- Furniture
- Learning Management Systems
- Lighting- Bulbs, Ballasts
- OEM HP Toner & Ink Cartridges
- Office Supplies
- Security Software
- Software
- Technology

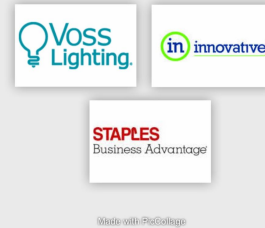
How Many Logos Do You Recognize?



Digital Resources, Career & Technical Education, Learning Management



Technology, Software, Security



Office, Classroom, Custodial Supplies

[**Visit The Marketplace**](#)



Mark Your Calendar

October

16th ESUCC Coop Monthly Zoom Call 2:00PM CST

November

6th ESUCC Coop Monthly Zoom Call 2:00PM CST

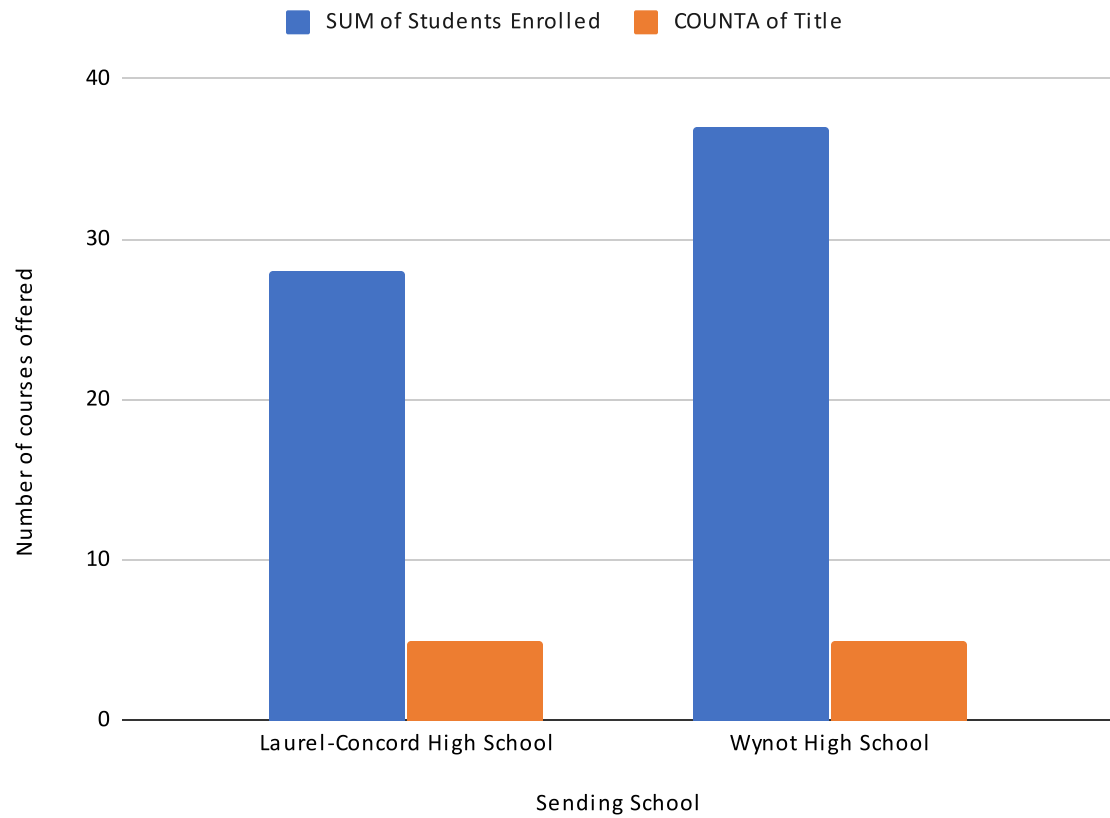
[**Join The Call**](#)

ESU 1 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	<i>SUM of Students E COUNTA of Title</i>	
Laurel-Concord High School	English Comp	Gibbon High School	1	1
	English Comp Total		1	1
	Intro to Health Sciences	Laurel-Concord High School	6	1
	Intro to Health Sciences Total		6	1
	Medical Terminology	Laurel-Concord High School	1	1
	Medical Terminology Total		1	1
	Spanish I	Allen High School	19	1
		Alma High School	1	1
Spanish I Total		20	2	
Laurel-Concord High School Total			28	5
Wynot High School	American Government	Laurel-Concord High School	1	1
		Wynot High School	12	1
	American Government Total		13	2
	American History	Wynot High School	14	1
		American History Total		14
	Calculus	Laurel-Concord High School	8	1
		Wynot High School	2	1
Calculus Total		10	2	
Wynot High School Total			37	5
Grand Total			65	10

<i>Sending School</i>	<i>SUM of Students Enrolled</i>	<i>COUNTA of Title</i>
Laurel-Concord High School	28	5
Wynot High School	37	5

Number of Student Enrolled and Courses - ESU 1 - 2018-2019



ESU 2 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E	COUNTA of Title	COUNTA of Title
Grand Total					

Columns	
Rows	Values

No data			

ESU 3 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E	COUNTA of Title	COUNTA of Title
Grand Total					

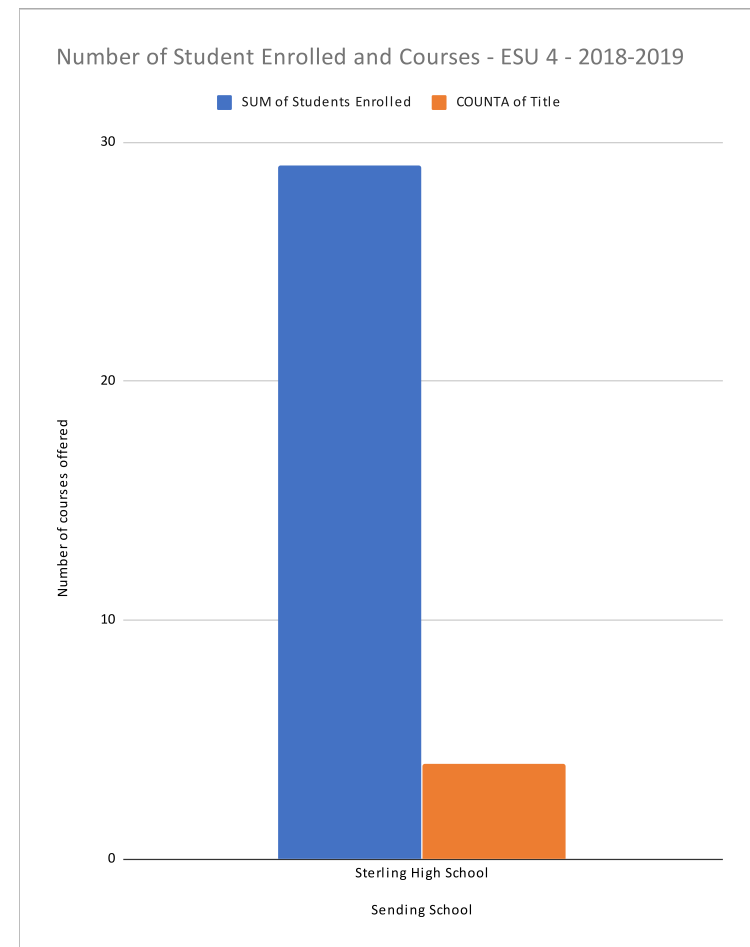
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Rows	Values

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ESU 4 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	COUNTA of Title
Sterling High School	Spanish 1	Johnson-Brock High School	9	1	1
	Spanish 1 Total		9	1	1
	Spanish 2	Johnson-Brock High School	12	1	1
	Spanish 2 Total		12	1	1
	Spanish 3	Johnson-Brock High School	3	1	1
		Sterling High School	5	1	1
	Spanish 3 Total		8	2	2
Sterling High School Total			29	4	4
Grand Total			29	4	4

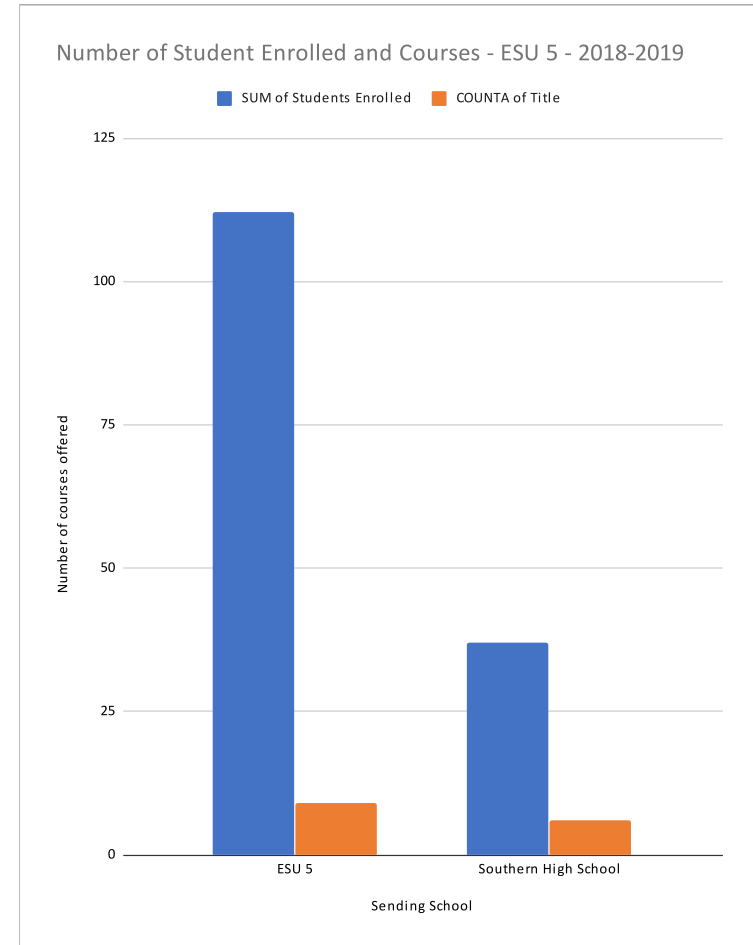
Sending School	SUM of Students E	COUNTA of Title
Sterling High School	29	4



ESU 5 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	COUNTA of Title	
ESU 5	Chinese I	Beatrice High School	10	1	1	
		Deshler High School	2	1	1	
		Grand Island Senior High School	72	4	4	
	Chinese I Total			84	6	6
	Chinese II	Beatrice High School	18	1	1	
		Grand Island Senior High School	9	1	1	
	Chinese II Total			27	2	2
Chinese III			1	1	1	
Chinese III Total			1	1	1	
ESU 5 Total			112	9	9	
Southern High School	Spanish I	Sioux County High School	8	1	1	
		Southern High School	13	1	1	
	Spanish I Total			21	2	2
	Spanish II	Sioux County High School	4	1	1	
		Southern High School	7	1	1	
	Spanish II Total			11	2	2
	Spanish III / IV			1	1	1
Spanish III / IV Total			4	1	1	
Spanish III / IV Total			5	2	2	
Southern High School Total			37	6	6	
Grand Total			149	15	15	

Sending School	SUM of Students E	COUNTA of Title
ESU 5	112	9
Southern High School	37	6



ESU 6 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E	COUNTA of Title	COUNTA of Title
Grand Total					

Columns
Rows
Values

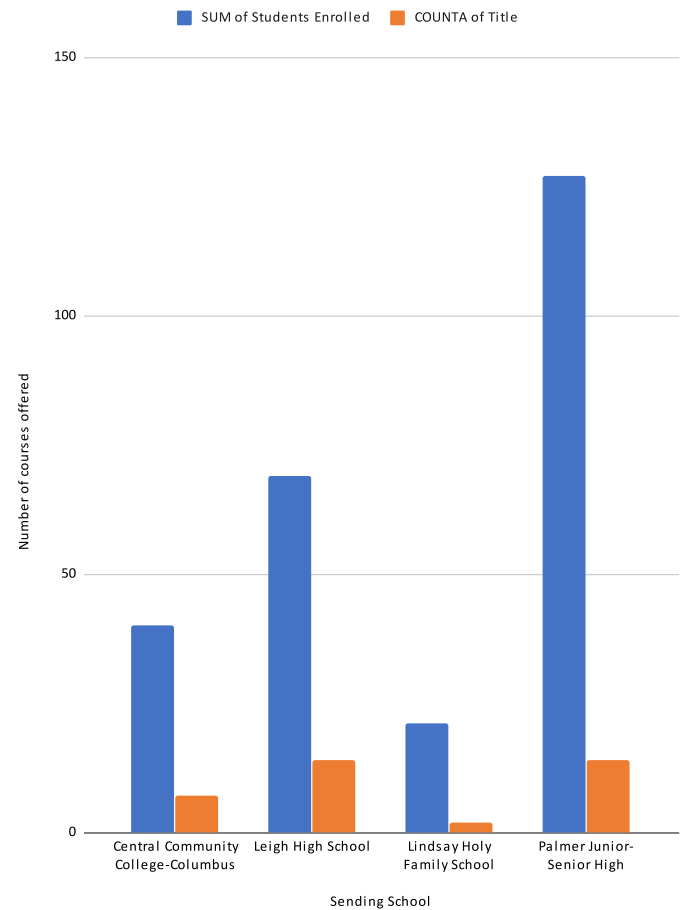
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ESU 7 2018-2019 Data

Sending School	Title	Enrolled School	COUNTA of Title	SUM of Students E	
Central Community College-Columbus	Analytic Geometry & Calculus I (I	Clarkson Jr-Sr High School	1	2	
	Analytic Geometry & Calculus I (MATH 1600) Total			1	2
	English Composition (ENGL 1010	Arapahoe High School	1	14	
	English Composition (ENGL 1010) Total			1	14
	Introduction to Psychology (PSYC	Clarkson Jr-Sr High School	1	4	
	Introduction to Psychology (PSYC 1810) Total			1	4
	Writing & Research (ENGL 1020)	Arapahoe High School	1	10	
		Clarkson Jr-Sr High School	1	1	
		Elgin High School	1	6	
		Humphrey Jr-Sr High School	1	3	
Writing & Research (ENGL 1020) Total			4	20	
Central Community College-Columbus Total				7	40
Leigh High School	Accounting 1	Anselmo-Merna High School	1	4	
		Leigh High School	1	1	
		Pope John XXIII High School	1	2	
	Accounting 1 Total			3	7
	Advanced Biology	Humphrey Jr-Sr High School	1	6	
		Leigh High School	1	7	
	Advanced Biology Total			2	13
	Child Development	Burwell Jr-Sr High School	1	1	
		Pleasanton High School	1	1	
		SEM Sumner Eddyville Miller High Sr	1	1	
	Child Development Total			3	3
	Parenting	Leigh High School	1	1	
		SEM Sumner Eddyville Miller High Sr	1	1	
	Parenting Total			2	2
	Relationships	Clarkson Jr-Sr High School	1	5	
		Leigh High School	1	7	
	Relationships Total			2	12
	Science Middle Grades II	Humphrey Jr-Sr High School	1	17	
		Leigh High School	1	15	
	Science Middle Grades II Total			2	32
Leigh High School Total				14	69
Lindsay Holy Family School	Life Science - Biology	Humphrey Jr-Sr High School	1	14	
		Lindsay Holy Family School	1	7	
	Life Science - Biology Total			2	21
Lindsay Holy Family School Total				2	21
Palmer Junior-Senior High	Spanish 2	Chase County High School	2	24	
		Fullerton High School	3	37	
		Hay Springs High School	1	6	
		Palmer Junior-Senior High	3	31	
	Spanish 2 Total			9	98
	Spanish I	Fullerton High School	3	15	
		Palmer Junior-Senior High	2	14	
Spanish I Total			5	29	
Palmer Junior-Senior High Total				14	127
Grand Total				37	257

Sending School	SUM of Students E	COUNTA of Title
Central Community College-Colu	40	7
Leigh High School	69	14
Lindsay Holy Family School	21	2
Palmer Junior-Senior High	127	14
Grand Total	257	37

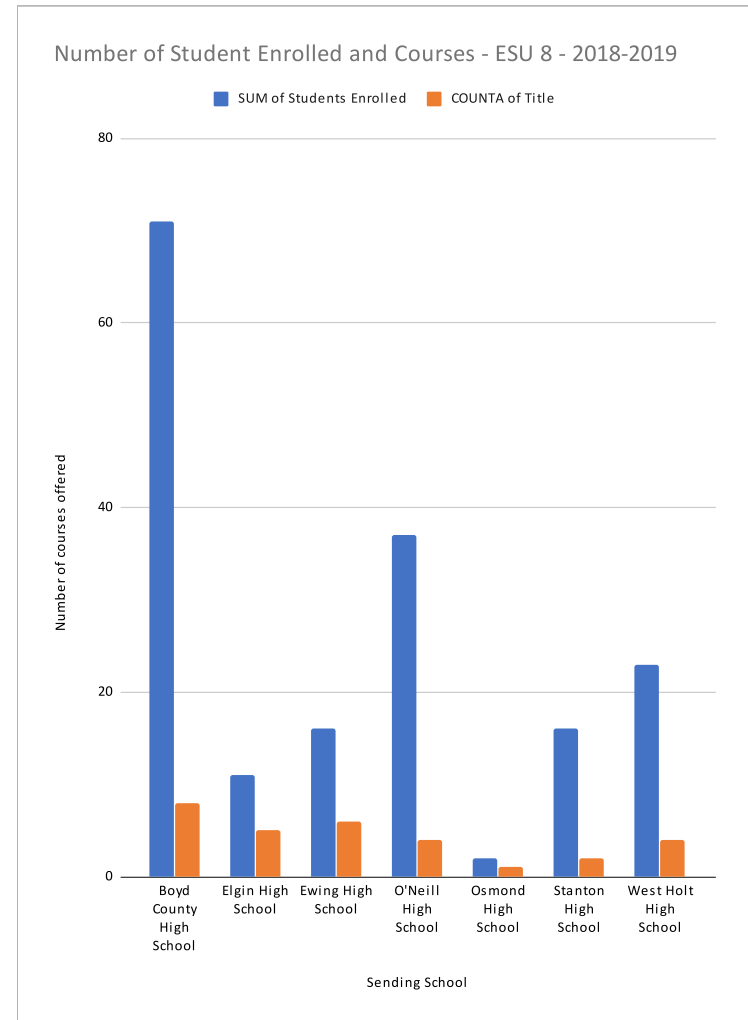
Number of Student Enrolled and Courses - ESU 7 - 2018-2019



ESU 8 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	
Boyd County High School	American History II	Boyd County High School	22	1	
		Stuart High School	5	1	
	American History II Total			27	2
	American Government	Boyd County High School	1	1	
	American Government Total			1	1
	American History 1	Boyd County High School	23	1	
		Stuart High School	3	1	
	American History 1 Total			26	2
	Spanish 2	Boyd County High School	12	1	
		Orchard High School	4	1	
Spanish 2 Total			16	2	
World Civilizations II	Boyd County High School	1	1		
	World Civilizations II Total			1	1
Boyd County High School Total			71	8	
Elgin High School	Calculus 1 (MATH1600)	Doniphan-Trumbull Secondary	5	1	
		Elgin High School	2	1	
		Humphrey Jr-Sr High School	1	1	
		Lindsay Holy Family School	2	1	
		Osmond High School	1	1	
		Calculus 1 (MATH1600) Total			11
Elgin High School Total			11	5	
Ewing High School	Introduction to Health	Elgin High School	1	1	
		Ewing High School	6	1	
	Introduction to Health Total			7	2
	Medical Terminology	Elgin High School	1	1	
		Ewing High School	2	1	
	Medical Terminology Total			3	2
Pre Calculus	Ewing High School	3	1		
	Wheeler Central High	3	1		
Pre Calculus Total			6	2	
Ewing High School Total			16	6	
O'Neill High School	Spanish 2	Ewing High School	8	1	
		O'Neill High School	12	1	
	Spanish 2 Total			20	2
	Spanish I	Ewing High School	7	1	
O'Neill High School		10	1		
Spanish I Total			17	2	
O'Neill High School Total			37	4	
Osmond High School	Medical Terminology	Osmond High School	2	1	
	Medical Terminology Total			2	1
Osmond High School Total			2	1	
Stanton High School	PC Maintenance	Pierce Jr/Sr High School	6	1	
	Stanton High School	10	1		
PC Maintenance Total			16	2	
Stanton High School Total			16	2	
West Holt High School	Spanish 1	Stuart High School	10	1	
		West Holt High School	5	1	
	Spanish 1 Total			15	2
	Spanish II	Stuart High School	5	1	
West Holt High School		3	1		
Spanish II Total			8	2	
West Holt High School Total			23	4	
Grand Total			176	30	

Sending School	SUM of Students E	COUNTA of Title
Boyd County High School	71	8
Elgin High School	11	5
Ewing High School	16	6
O'Neill High School	37	4
Osmond High School	2	1
Stanton High School	16	2
West Holt High School	23	4
Grand Total	176	30



ESU 9 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	SUM of Students E COUNTA of Title
Grand Total			

<i>Sending School</i>	SUM of Students E COUNTA of Title
Grand Total	

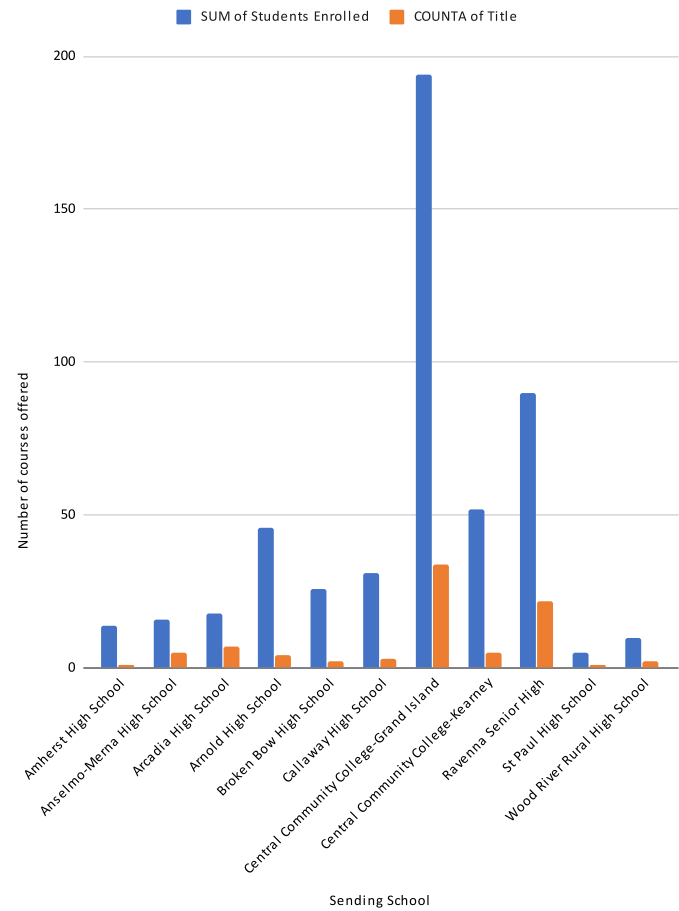
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ESU 10 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students	E COUNTA of Title
Amherst High School	Writing and Research 1010	Amherst High School	14	1
	Writing and Research 1010 Total		14	1
Amherst High School Total				
Anselmo-Merna High School	Spanish I - Yr	Loup County High School	5	1
		Sargent High School	7	2
	Spanish I - Yr Total		12	3
	Spanish II - Yr	Alma High School	1	1
Loup County High School		3	1	
Spanish II - Yr Total		4	2	
Anselmo-Merna High School Total				
Arcadia High School	Anatomy & Physiology - Year	Arcadia High School	3	1
		Sargent High School	4	1
		SEM Sumner Eddyville Miller High Si	1	1
	Anatomy & Physiology - Year Total		8	3
	Medical Terminology - Year	Arcadia High School	5	1
		Loup County High School	1	1
		Sargent High School	2	1
		SEM Sumner Eddyville Miller High Si	2	1
	Medical Terminology - Year Total		10	4
	Arcadia High School Total			
Arnold High School	English 1010 Expository Writing I	Arnold High School	9	1
		Callaway High School	14	1
	English 1010 Expository Writing I Total		23	2
	English 1020 Expository Writing I	Arnold High School	9	1
		Callaway High School	14	1
English 1020 Expository Writing II Total		23	2	
Arnold High School Total				
Broken Bow High School	College Composition - S1	Broken Bow High School	13	1
		College Composition - S1 Total		13
	College Composition - S2	Broken Bow High School	13	1
		College Composition - S2 Total		13
Broken Bow High School Total				
Callaway High School	Spanish I	Arnold High School	13	1
		Spanish I Total		13
	Spanish II	Arnold High School	5	1
		Callaway High School	13	1
Spanish II Total		18	2	
Callaway High School Total				
Central Community College-Grand Island	English 1010 English Comp	Central Community College-Grand Island	5	2
		Cozad High School	5	1
		Litchfield High School	2	1
		Pleasanton High School	13	1
		Ravenna Senior High	11	2
		Shelton High School	7	1
		St Paul High School	8	1
		Sutton Secondary School	16	1
		Wood River Rural High School	20	1
		English 1010 English Comp Total		87
	English 1020 Writing and Resear	Bertrand High School	5	1
		Central Community College-Grand Island	4	2
		Cozad High School	3	1
		Litchfield High School	2	1
Pleasanton High School		6	1	

Sending School	SUM of Students	E COUNTA of Title
Amherst High School	14	1
Anselmo-Merna High School	16	5
Arcadia High School	18	7
Arnold High School	46	4
Broken Bow High School	26	2
Callaway High School	31	3
Central Community College-Grand Island	194	34
Central Community College-Kearney	52	5
Ravenna Senior High	90	22
St Paul High School	5	1
Wood River Rural High School	10	2
Grand Total	502	86

Number of Student Enrolled and Courses - ESU 10 - 2018-2019



		Ravenna Senior High	5	2
		Shelton High School	2	1
		St Paul High School	4	1
		Sutton Secondary School	15	1
		Wood River Rural High School	16	1
		English 1020 Writing and Research Total	62	12
	Math 1150- College Algebra Sem	Central Community College-Grand Is	17	2
		Howells-Dodge Consolidated School	5	1
		Pleasanton High School	1	1
		SEM Sumner Eddyville Miller High Sc	4	1
		Shelton High School	1	1
		Math 1150- College Algebra Semester class Total	28	6
	Math 1600 - Analytic Geo & Calc	Central Community College-Grand Is	11	1
		Deshler High School	3	1
		High Plains Community High School	1	1
		Math 1600 - Analytic Geo & Calc I Semester Course Total	15	3
	Math 2070 Analytic Geom & Cak	Deshler High School	1	1
		High Plains Community High School	1	1
		Math 2070 Analytic Geom & Calculus II Semester course Total	2	2
	Central Community College-Grand Island Total		194	34
	Central Community College-Kearney			
	English 1010	Cambridge High School	20	1
	English 1010 Total		20	1
	English 1020 Writing and Resean	Cambridge High School	20	1
	English 1020 Writing and Research Total		20	1
	Math 1150- College Algebra Sem	Alma High School	3	1
		Cambridge High School	8	1
		Wheeler Central High	1	1
		Math 1150- College Algebra Semester class Total	12	3
	Central Community College-Kearney Total		52	5
	Ravenna Senior High			
	Agribusiness	Ravenna Senior High	2	1
	Agribusiness Total		2	1
	Agriculture Leadership - Year	Ravenna Senior High	5	2
	Agriculture Leadership - Year Total		5	2
	Art I - Year	Palmer Junior-Senior High	7	2
		Ravenna Senior High	19	4
	Art I - Year Total		26	6
	Art III	Palmer Junior-Senior High	8	2
		Ravenna Senior High	12	3
	Art III Total		20	5
	Art IV	Palmer Junior-Senior High	4	1
		Ravenna Senior High	4	1
	Art IV Total		8	2
	HS Art II	Palmer Junior-Senior High	7	2
		Ravenna Senior High	22	4
	HS Art II Total		29	6
	Ravenna Senior High Total		90	22
	St Paul High School			
	College General Physics I 1410	St Paul High School	5	1
	College General Physics I 1410 Total		5	1
	St Paul High School Total		5	1
	Wood River Rural High School			
	College Algebra MATH 1150	Clarkson Jr-Sr High School	2	1
		Wood River Rural High School	8	1
	College Algebra MATH 1150 Total		10	2
	Wood River Rural High School Total		10	2
	Grand Total		502	86

ESU 11 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	<i>SUM of Students E COUNTA of Title</i>
Grand Total			

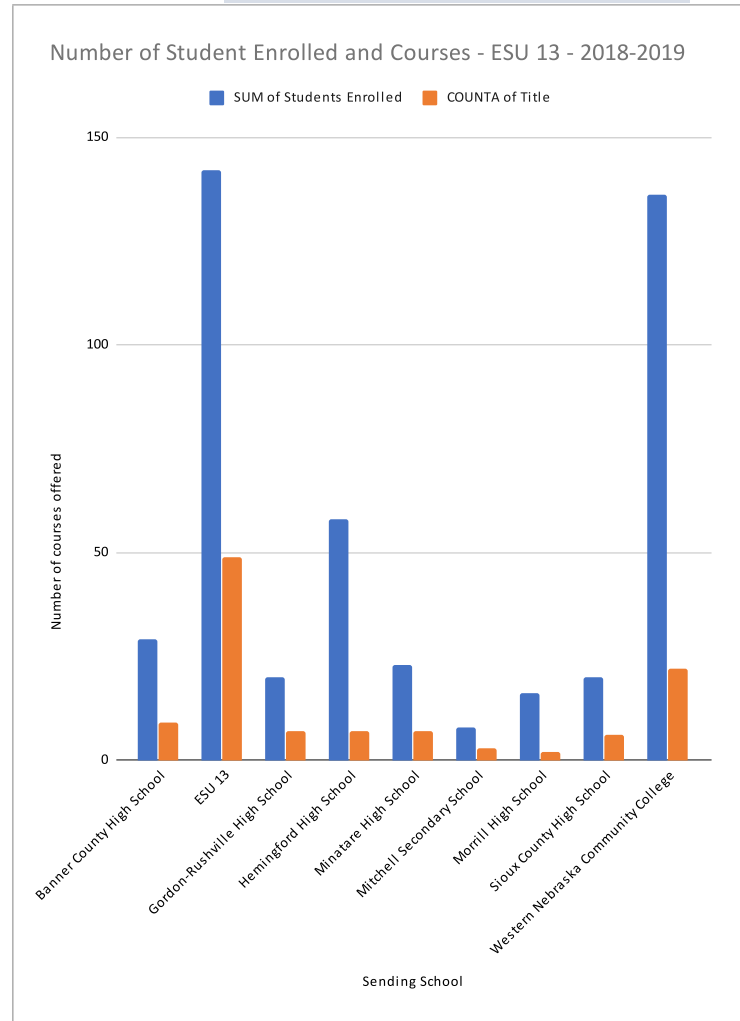
<i>Sending School</i>	<i>SUM of Students E COUNTA of Title</i>
Grand Total	

No data	
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ESU 13 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students	E COUNTA of Title	
Banner County High School	College Algebra	Banner County High School	1	1	
		Bayard Secondary School	2	1	
		Crawford High School	5	1	
		Kimball Jr/Sr High School	3	1	
		Minatare High School	5	1	
	College Algebra Total		16	5	
	English Comp 1	Banner County High School	5	1	
		Heartland Community High School	1	1	
		Morrill High School	3	1	
	English Comp 1 Total		9	3	
United States History to 1877	Banner County High School	4	1		
	United States History to 1877 Total		4	1	
Banner County High School Total		29	9		
ESU 13	Animal Science	Banner County High School	1	1	
		Crawford High School	5	1	
		Hay Springs High School	2	1	
	Animal Science Total		8	3	
	Climate and Weather		13	3	1
		Gering High School	1	1	
	Climate and Weather Total		4	2	
	College Algebra	Banner County High School	1	1	
		Bayard Secondary School	2	1	
		Crawford High School	5	1	
		Kimball Jr/Sr High School	3	1	
		Minatare High School	5	1	
	College Algebra Total		16	5	
	English Composition 2	Banner County High School	4	1	
		Morrill High School	4	1	
	English Composition 2 Total		8	2	
	History of the American West	Banner County High School	4	1	
		Crawford High School	3	1	
	History of the American West Total		7	2	
	Natural Resources	Banner County High School	1	1	
		Crawford High School	5	1	
		Hay Springs High School	10	1	
	Natural Resources Total		16	3	
	NEVA Algebra 1A	Mitchell Secondary School	1	1	
	NEVA Algebra 1A Total		1	1	
	NEVA Developmental English		13	12	2
		Chadron Senior High School	2	1	
		Cozad High School	3	1	
		Ogallala High School	3	1	
	NEVA Developmental English Total		20	5	
NEVA Developmental Math		13	12	2	
	Chadron Senior High School	2	1		
	Cozad High School	3	1		
	Ogallala High School	3	1		
	Sioux County High School	2	1		
NEVA Developmental Math Total		22	6		
NEVA Language Basics		13	3	1	
	Hyannis High School	1	1		
NEVA Language Basics Total		4	2		
NEVA Stellar Astronomy		13	3	1	

Sending School	SUM of Students	E COUNTA of Title
Banner County High School	29	9
ESU 13	142	49
Gordon-Rushville High School	20	7
Hemingford High School	58	7
Minatare High School	23	7
Mitchell Secondary School	8	3
Morrill High School	16	2
Sioux County High School	20	6
Western Nebraska Community College	136	22
Grand Total	452	112



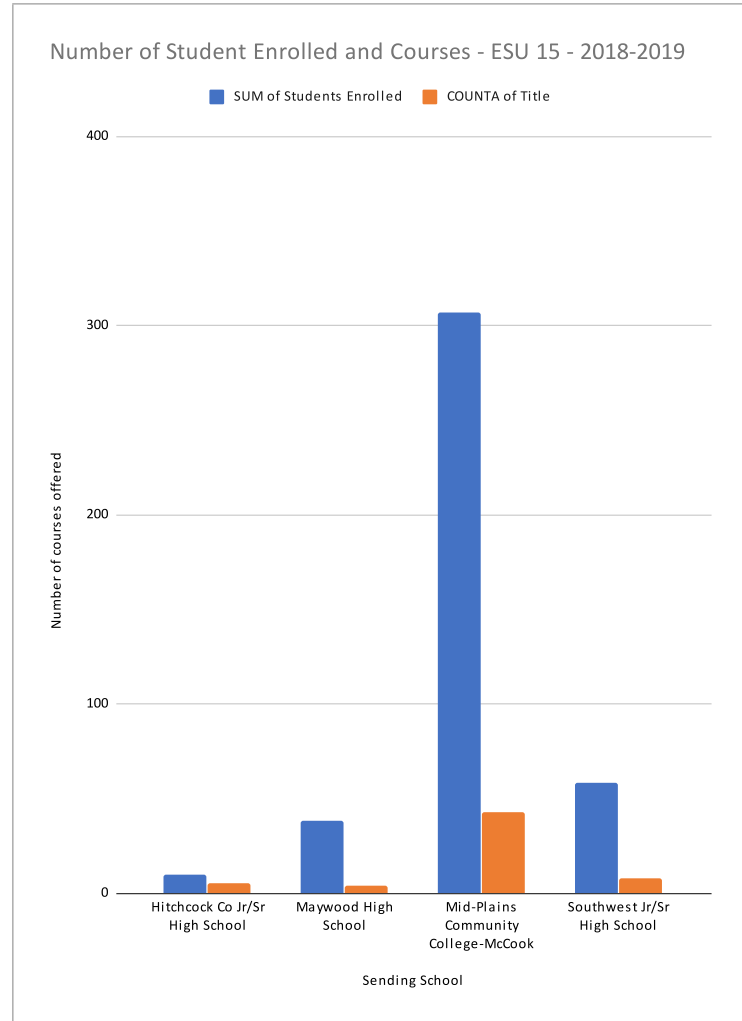
		Hyannis High School	1	1
	NEVA Stellar Astronomy Total		4	2
	NEVA The Outsiders Novel Study	13	3	1
		Bayard Secondary School	2	1
		Gering High School	3	2
		Hyannis High School	2	1
		Mitchell Secondary School	2	2
		Scottsbluff Senior High School	2	2
	NEVA The Outsiders Novel Study Total		14	9
	NEVA World Civilization	13	3	1
		Banner County High School	1	1
	NEVA World Civilization Total		4	2
	NEVA World History	13	3	1
		Gering High School	1	1
	NEVA World History Total		4	2
	United States History to 1877	Crawford High School	4	1
	United States History to 1877 Total		4	1
	Wildlife Science	Bayard Secondary School	1	1
		Crawford High School	5	1
	Wildlife Science Total		6	2
ESU 13 Total			142	49
Gordon-Rushville High School	Accounting	Bayard Secondary School	3	1
		Gordon-Rushville High School	3	1
	Accounting Total		6	2
	Child Development	Bayard Secondary School	1	1
		Gordon-Rushville High School	6	1
	Child Development Total		7	2
	Pers Finance	Bayard Secondary School	2	1
		Gordon-Rushville High School	4	1
		Hyannis High School	1	1
	Pers Finance Total		7	3
Gordon-Rushville High School Total			20	7
Hemingford High School	Spanish 1	Crawford High School	13	2
		Hay Springs High School	15	1
		Hemingford High School	28	2
	Spanish 1 Total		56	5
	Spanish 2	Crawford High School	1	1
		Hemingford High School	1	1
	Spanish 2 Total		2	2
Hemingford High School Total			58	7
Minatare High School	Digital Design 2	Elgin High School	2	1
		Kimball Jr/Sr High School	1	1
		Minatare High School	6	1
	Digital Design 2 Total		9	3
	Digital Media	Bayard Secondary School	4	1
		Elgin High School	2	1
		Kimball Jr/Sr High School	1	1
		Minatare High School	7	1
	Digital Media Total		14	4
Minatare High School Total			23	7
Mitchell Secondary School	Economics	Minatare High School	1	1
		Mitchell Secondary School	6	1
	Economics Total		7	2
	Psychology	Minatare High School	1	1

	Psychology Total		1	1
Mitchell Secondary School Total			8	3
Morrill High School	Intro to Ag	Morrill High School	10	1
		Sidney High School	6	1
	Intro to Ag Total		16	2
Morrill High School Total			16	2
Sioux County High School	Animal Science	Sioux County High School	4	1
		Yutan High School	2	1
	Animal Science Total		6	2
	Vet Science	Mitchell Secondary School	3	1
		Pleasanton High School	2	1
		Sioux County High School	7	1
		Yutan High School	2	1
	Vet Science Total		14	4
Sioux County High School Total			20	6
Western Nebraska Community College	College Algebra	Leyton High School	4	1
		Morrill High School	3	1
		Western Nebraska Community Colle	10	1
	College Algebra Total		17	3
	College Composition 1	Bayard Secondary School	9	1
		Crawford High School	3	1
		Leyton High School	7	1
		Mitchell Secondary School	5	1
		Potter-Dix Jr/Sr High School	3	1
		Western Nebraska Community Colle	16	2
	College Composition 1 Total		43	7
	College Composition 2	Bayard Secondary School	9	1
		Crawford High School	5	1
		Potter-Dix Jr/Sr High School	3	1
		Western Nebraska Community Colle	10	1
	College Composition 2 Total		27	4
	Intermediate Algebra	Morrill High School	3	1
		Western Nebraska Community Colle	10	1
	Intermediate Algebra Total		13	2
	Intro to Criminal Law	Crawford High School	1	1
		Western Nebraska Community Colle	10	1
	Intro to Criminal Law Total		11	2
	Intro to Education	Creek Valley High School	5	1
		Western Nebraska Community Colle	6	1
	Intro to Education Total		11	2
	Statistics	Leyton High School	4	1
		Western Nebraska Community Colle	10	1
	Statistics Total		14	2
Western Nebraska Community College Total			136	22
Grand Total			452	112

ESU 15 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title
Hitchcock Co Jr/Sr High School	German II	Gibbon High School	2	1
		Hitchcock Co Jr/Sr High School	3	1
		Kimball Jr/Sr High School	2	1
		McCook Senior High School	2	1
		Morrill High School	1	1
		German II Total		10
Hitchcock Co Jr/Sr High School Total			10	5
Maywood High School	Spanish I	Hitchcock Co Jr/Sr High School	16	1
		Maywood High School	3	1
	Spanish I Total		19	2
	Spanish II	Hitchcock Co Jr/Sr High School	16	1
Maywood High School		3	1	
Spanish II Total			19	2
Maywood High School Total			38	4
Mid-Plains Community College-McCook	BSAD 1100 Personal Finance	Mid-Plains Community College-McC	5	1
	BSAD 1100 Personal Finance Total		5	1
	ENGL 1010 Expository Writing I	Hitchcock Co Jr/Sr High School	9	1
		Mid-Plains Community College-McC	3	1
	ENGL 1010 Expository Writing I Total		12	2
	English 1010 Expository Writing I	McPherson County Secondary Scho	5	1
		Mid-Plains Community College-McC	30	2
		Wallace High School	11	1
		Wauneta-Palisade High School	5	1
		English 1010 Expository Writing I Total		51
	English 1020 Expository Writing I	Hitchcock Co Jr/Sr High School	8	1
		McPherson County Secondary Scho	5	1
		Mid-Plains Community College-McC	23	3
		Wallace High School	10	1
		Wauneta-Palisade High School	4	1
	English 1020 Expository Writing I Total		50	7
	FRST 1650 Principles of Emergen	Mid-Plains Community College-McC	2	1
		Mid-Plains Community College-Nort	1	1
	FRST 1650 Principles of Emergency Service Total		3	2
	FRST 1670 Principles of Fire Eme	Mid-Plains Community College-McC	2	1
		Mid-Plains Community College-Nort	1	1
	FRST 1670 Principles of Fire Emergency ServiceSafety Total		3	2
	Math 1150 Coll Algebra	Hershey High School	13	1
McPherson County Secondary Scho		3	1	
Mid-Plains Community College-McC		22	2	
Paxton High School		6	1	
Math 1150 Coll Algebra Total			44	5
Math 1150 College Algebra	Arnold High School	3	1	
	Mid-Plains Community College-McC	6	1	
	Sutherland High School	6	1	
Math 1150 College Algebra Total		15	3	
MATH 2170 Applied Statistics	McPherson County Secondary Scho	2	1	
	Mid-Plains Community College-McC	31	2	
	Paxton High School	4	1	
	Sutherland High School	3	1	
	MATH 2170 Applied Statistics Total		40	5
PSYC 1810 Intro Psych	Mid-Plains Community College-McC	15	1	
	Perkins County High School	4	1	
	Stapleton High School	4	1	

Sending School	SUM of Students E	COUNTA of Title
Hitchcock Co Jr/Sr High School	10	5
Maywood High School	38	4
Mid-Plains Community College-IV	307	43
Southwest Jr/Sr High School	58	8
Grand Total	413	60

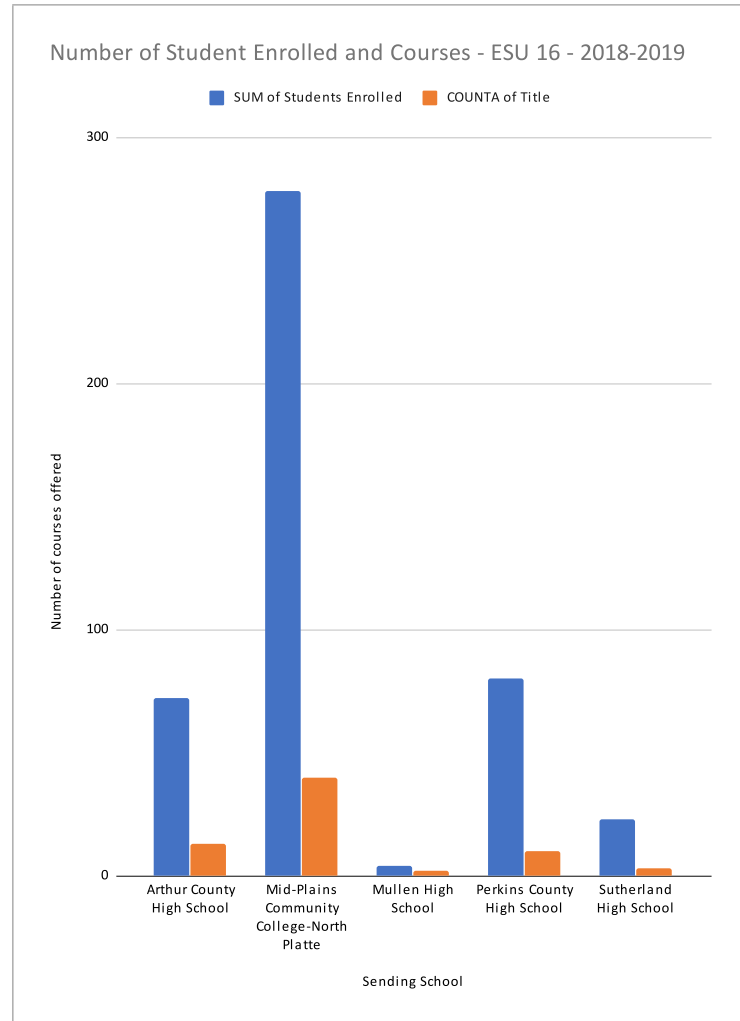


	Wauneta-Palisade High School		4	1
	PSYC 1810 Intro Psych Total		27	4
Sociology 1010	Hershey High School		5	1
	Mid-Plains Community College-McC		15	1
	Perkins County High School		3	1
	Pope John XXIII High School		7	1
	Sociology 1010 Total		30	4
SPCH 1110 Public Speaking	McPherson County Secondary Scho		1	1
	Mid-Plains Community College-McC		26	2
	SPCH 1110 Public Speaking Total		27	3
Mid-Plains Community College-McCook Total			307	43
Southwest Jr/Sr High School	ENGL 1020 Expository Writing II	Maxwell High School	2	1
		Sargent High School	6	1
		Southwest Jr/Sr High School	10	1
		Sutherland High School	11	1
	ENGL 1020 Expository Writing II Total		29	4
	English 1010 Expository Writing I	Maxwell High School	2	1
		Sargent High School	6	1
		Southwest Jr/Sr High School	10	1
		Sutherland High School	11	1
	English 1010 Expository Writing I Total		29	4
Southwest Jr/Sr High School Total			58	8
Grand Total			413	60

ESU 16 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title	
Arthur County High School	SPAN 1020 Spanish II	Arthur County High School	10	2	
		Garden County High School	11	1	
		Hyannis High School	8	3	
		Mitchell Secondary School	1	1	
		Stapleton High School	3	1	
		Wauneta-Palisade High School	10	1	
		SPAN 1020 Spanish II Total		43	9
		Spanish I	Arthur County High School	9	1
			Creek Valley High School	2	1
			Garden County High School	11	1
Hyannis High School	7		1		
Spanish I Total		29	4		
Arthur County High School Total			72	13	
Mid-Plains Community College-North Platte	English 1010 Expository Writing I	Brady High School	15	2	
		Hayes Center Secondary School	2	2	
		Hershey High School	18	1	
		Maywood High School	8	2	
		Mid-Plains Community College-Nort	66	7	
		Paxton High School	22	2	
		Stapleton High School	2	2	
		Theford High School	14	2	
	English 1010 Expository Writing I Total		147	20	
	English 1020 Expository Writing I	Hershey High School	16	1	
		Mid-Plains Community College-Nort	4	1	
	English 1020 Expository Writing II Total		20	2	
	Math 1150 Coll Algebra	Anselmo-Merna High School	5	1	
		Arnold High School	11	1	
		Mid-Plains Community College-Nort	14	2	
		Wauneta-Palisade High School	7	1	
	Math 1150 Coll Algebra Total		37	5	
	Math 1250 Trigonometry	Mid-Plains Community College-Nort	23	2	
		Sargent High School	1	1	
		Wauneta-Palisade High School	1	1	
Math 1250 Trigonometry Total		25	4		
Math 1350 Applied Calculus	Mid-Plains Community College-Nort	8	1		
	Wauneta-Palisade High School	4	1		
Math 1350 Applied Calculus Total		12	2		
Math 1600 Analytic Geometry ar	Maywood High School	1	1		
	Mid-Plains Community College-Nort	8	1		
Math 1600 Analytic Geometry and Calculus I Total		9	2		
SPCH 1110 Public Speaking	Arthur County High School	5	1		
	Chase County High School	1	1		
	Mid-Plains Community College-Nort	13	2		
	Paxton High School	9	1		
	SPCH 1110 Public Speaking Total		28	5	
Mid-Plains Community College-North Platte Total			278	40	
Mullen High School	Physics	Hyannis High School	2	1	
		Mullen High School	2	1	
Physics Total		4	2		
Mullen High School Total			4	2	
Perkins County High School	Spanish I	Chase County High School	7	1	
		Leyton High School	17	1	
		McPherson County Secondary Schor	6	1	

Sending School	SUM of Students E	COUNTA of Title
Arthur County High School	72	13
Mid-Plains Community College-N	278	40
Mullen High School	4	2
Perkins County High School	80	10
Sutherland High School	23	3
Grand Total	457	68

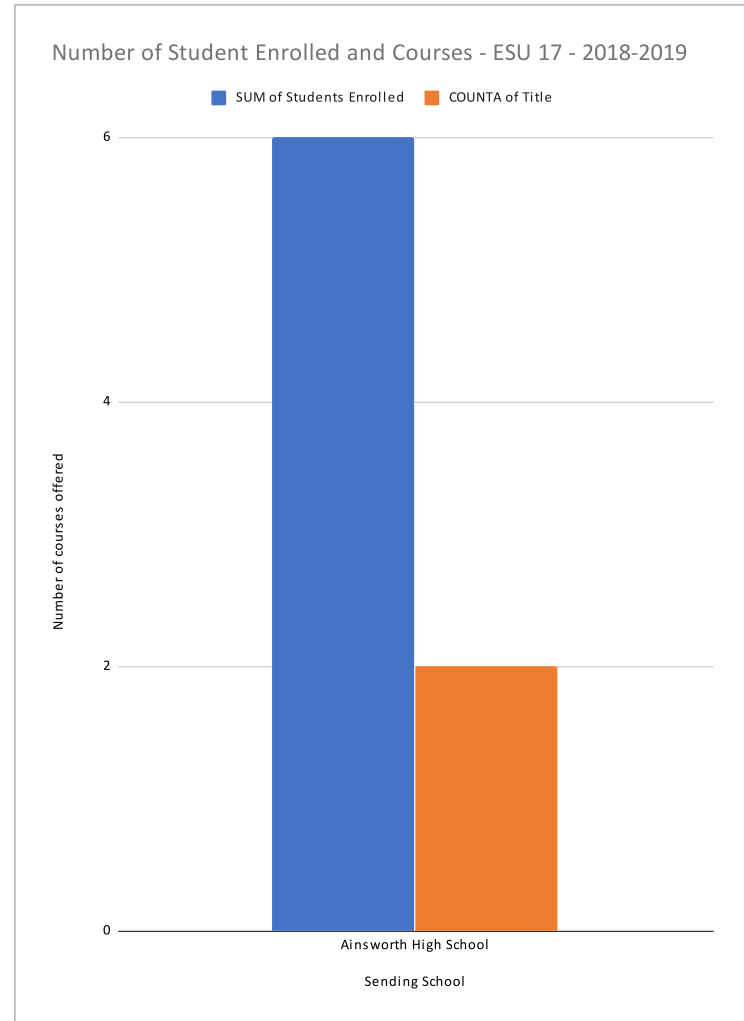


		Medicine Valley Jr-Sr High School	7	1
		Stapleton High School	13	1
		Theford High School	9	1
	Spanish I Total		59	6
	Spanish II	Leyton High School	2	1
		McPherson County Secondary School	9	1
		Medicine Valley Jr-Sr High School	6	1
		Theford High School	4	1
	Spanish II Total		21	4
Perkins County High School Total			80	10
Sutherland High School	Art I and II	Hay Springs High School	2	1
		Sutherland High School	19	1
	Art I and II Total		21	2
	Art I and III	Hayes Center Secondary School	2	1
	Art I and III Total		2	1
Sutherland High School Total			23	3
Grand Total			457	68

ESU 17 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title
Ainsworth High School	Physics	Ainsworth High School	5	1
		Rock County High School	1	1
	Physics Total		6	2
Ainsworth High School Total			6	2
Grand Total			6	2

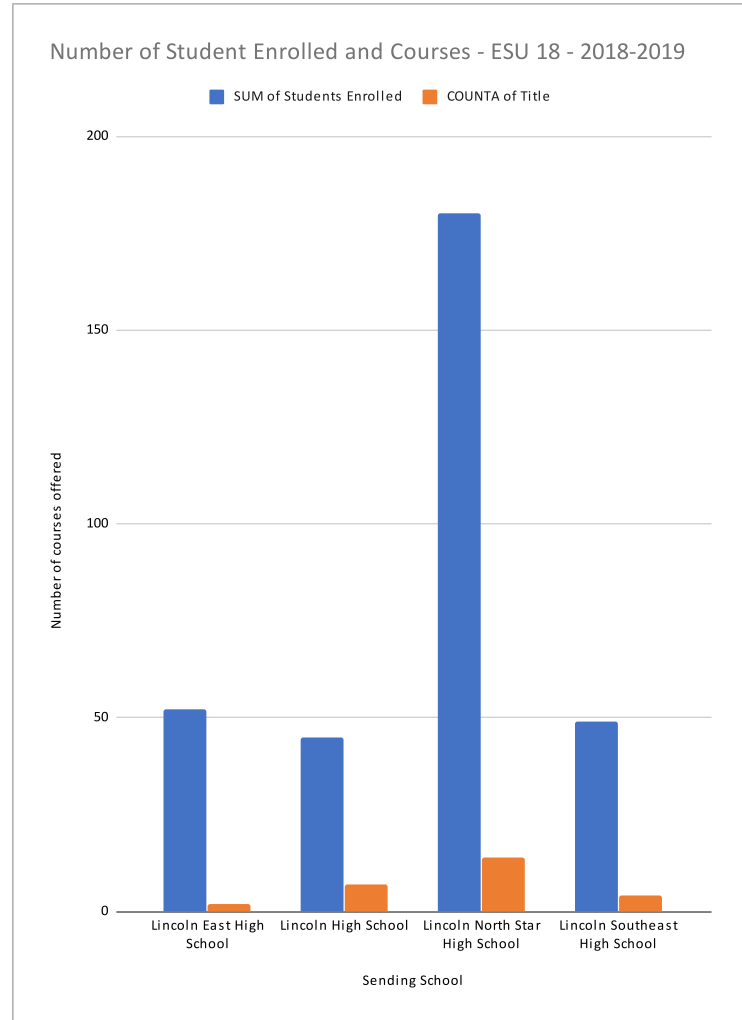
Sending School	SUM of Students E	COUNTA of Title
Ainsworth High School	6	2
Grand Total	6	2



ESU 18 2018-2019 Data

Sending School	Title	Enrolled School	SUM of Students E	COUNTA of Title
Lincoln East High School	CAD Architecture	Lincoln East High School	52	2
	CAD Architecture Total		52	2
Lincoln East High School Total			52	2
Lincoln High School	German 1/2	Lincoln High School	29	2
		Norfolk Senior High School	2	2
	German 1/2 Total		31	4
	German Level 2	Lincoln High School	12	1
		Twin River Sr High School	2	2
German Level 2 Total		14	3	
Lincoln High School Total			45	7
Lincoln North Star High School	Chinese 1st Yr.	Lincoln North Star High School	40	2
	Chinese 1st Yr. Total		40	2
	Chinese 2nd Year	Lincoln North Star High School	32	2
	Chinese 2nd Year Total		32	2
	Chinese 3/4	Lincoln North Star High School	20	2
	Chinese 3/4 Total		20	2
	French 1st Year	Cozad High School	9	4
Lincoln North Star High School		79	4	
French 1st Year Total		88	8	
Lincoln North Star High School Total			180	14
Lincoln Southeast High School	Holocaust Literature	Ashland-Greenwood High School	6	2
		Lincoln Southeast High School	43	2
	Holocaust Literature Total		49	4
Lincoln Southeast High School Total			49	4
Grand Total			326	27

Sending School	SUM of Students E	COUNTA of Title
Lincoln East High School	52	2
Lincoln High School	45	7
Lincoln North Star High School	180	14
Lincoln Southeast High School	49	4
Grand Total	326	27



ESU 19 2018-2019 Data

<i>Sending School</i>	<i>Title</i>	<i>Enrolled School</i>	<i>SUM of Students E COUNTA of Title</i>
Grand Total			

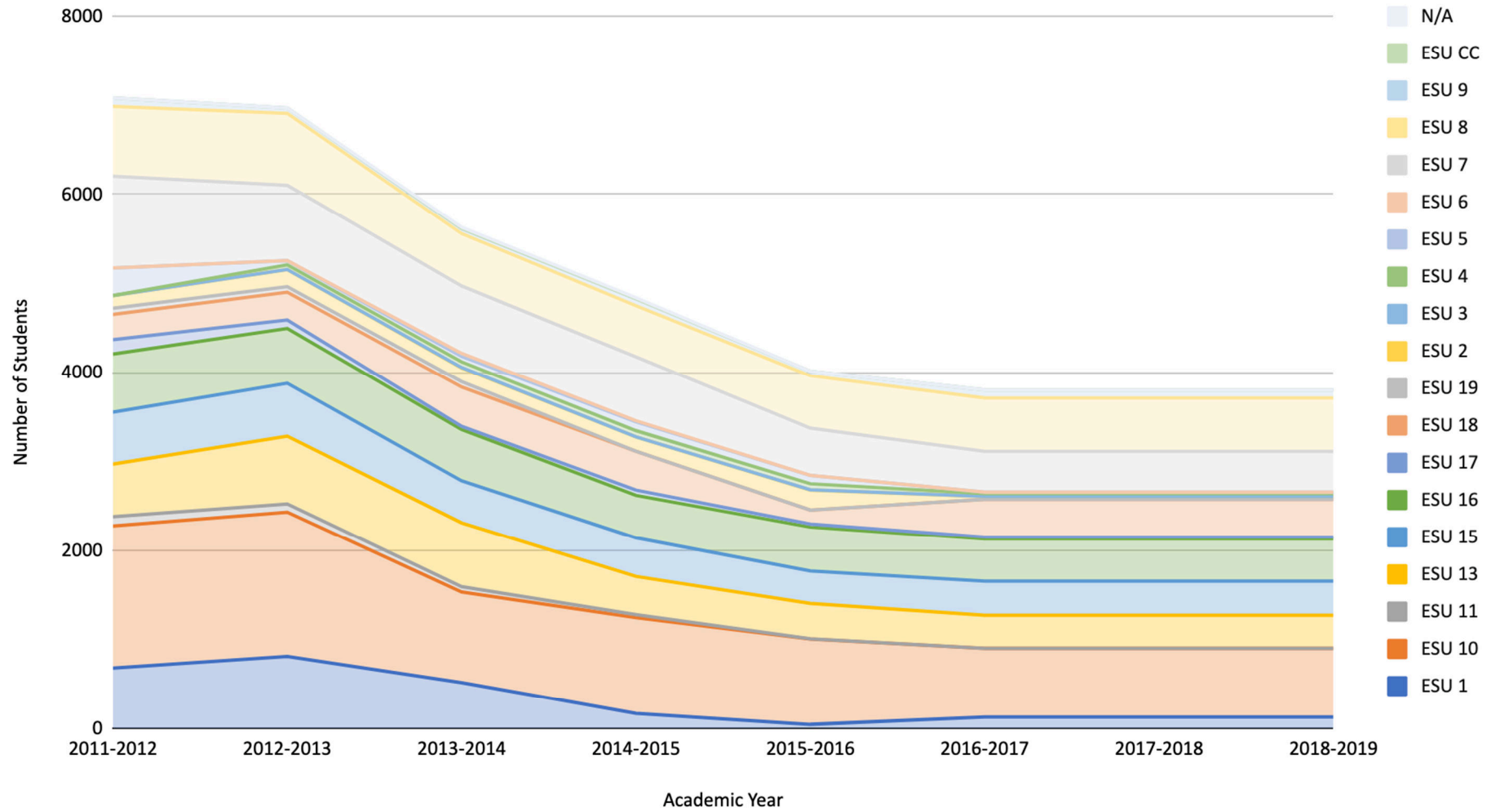
<i>Sending School</i>	<i>SUM of Students E COUNTA of Title</i>
Grand Total	

No data		

ESU Comparison of Enrollment in Distance Learning Courses from 2011 – 2019 (All courses)

Sending ESU	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Totals
ESU 1	692	847	577	168	46	128	128	67	2,653
ESU 10	1,711	1,780	1,016	1,097	964	773	773	512	8,626
ESU 11	105	94	60	33	2				294
ESU 13	663	837	730	439	469	369	369	452	4,328
ESU 15	574	594	472	434	362	384	384	413	3,617
ESU 16	652	618	601	500	528	508	508	457	4,372
ESU 17	153	94	51	60	35	20	20	6	439
ESU 18	282	312	442	435	157	426	426	326	2,806
ESU 19	75	61	60						196
ESU 2	143	192	155	161	226	32	32		941
ESU 3			6		2	1	1		10
ESU 4		52	63	70	67	30	30	29	341
ESU 5	2,883	1,496	1,573	1,573	1,476	18	18	149	9,186
ESU 6			34	13	1				48
ESU 7	1,033	849	906	720	529	456	456	257	5,206
ESU 8	782	755	587	573	588	597	597	176	4,655
ESU 9	109	59	56	79	51	91	91		536
ESU CC		0	3						3
N/A			11		0	1	1	20	33
Grand Total	9,857	8,640	7,403	6,355	5,503	3,834	3,834	2,864	48,290

2011-2019 Students Enrolled in Distance Learning High School, Dual Credit or College Courses



Comparison of Rural Schools vs Metro Schools (ESU 18 and ESU 19) from 2011-2019

Rural Schools (Not ESU 18 or ESU 19)	Courses	Students
Sending Schools	6,262	34,627
Enrolled Schools	7,368	40,059

Metro School (only ESU 18 and ESU 19)

Sending Schools	319	2,843
Enrolled Schools (sent across state)	346	3,029
Only ESU 18 and ESU 19 Schools	205	2,580

LEGISLATIVE BILL 519

Approved by the Governor May 13, 2015

Introduced by Sullivan, 41.

A BILL FOR AN ACT relating to education; to amend sections 79-8,134, 79-8,137, 79-8,137.01, 79-8,137.02, 79-8,137.03, 79-8,137.04, 79-8,137.05, 79-1001, 79-1003, 79-1007.11, 79-1017.01, 79-1337, 85-1412, and 85-1920, Reissue Revised Statutes of Nebraska, and section 9-812, Revised Statutes Cumulative Supplement, 2014; to change provisions relating to the Nebraska Education Improvement Fund, the Attracting Excellence to Teaching Program, the Enhancing Excellence in Teaching Program, the Tax Equity and Educational Opportunities Support Act, distance education incentives, the Coordinating Commission for Postsecondary Education, and the Nebraska Opportunity Grant Fund; to provide for competitive innovation grants; to create funds; to provide for best practices aid; to adopt the Expanded Learning Opportunity Grant Program Act and the Community College Gap Assistance Program Act; to require a study of postsecondary education by the Education Committee of the Legislature; to eliminate obsolete provisions; to harmonize provisions; to repeal the original sections; and to outright repeal section 79-2306, Reissue Revised Statutes of Nebraska. Be it enacted by the people of the State of Nebraska,

Section 1. Section 9-812, Revised Statutes Cumulative Supplement, 2014, is amended to read:

9-812 (1) All money received from the operation of lottery games conducted pursuant to the State Lottery Act in Nebraska shall be credited to the State Lottery Operation Trust Fund, which fund is hereby created. All payments of the costs of establishing and maintaining the lottery games shall be made from the State Lottery Operation Cash Fund. In accordance with legislative appropriations, money for payments for expenses of the division shall be transferred from the State Lottery Operation Trust Fund to the State Lottery Operation Cash Fund, which fund is hereby created. All money necessary for the payment of lottery prizes shall be transferred from the State Lottery Operation Trust Fund to the State Lottery Prize Trust Fund, which fund is hereby created. The amount used for the payment of lottery prizes shall not be less than forty percent of the dollar amount of the lottery tickets which have been sold.

(2) A portion of the dollar amount of the lottery tickets which have been sold on an annualized basis shall be transferred from the State Lottery Operation Trust Fund to the Education Innovation Fund, the Nebraska Opportunity Grant Fund, the Nebraska Education Improvement Fund, the Nebraska Environmental Trust Fund, the Nebraska State Fair Board, and the Compulsive Gamblers Assistance Fund as provided in subsection (3) of this section. The dollar amount transferred pursuant to this subsection shall equal the greater of (a) the dollar amount transferred to the funds in fiscal year 2002-03 or (b) any amount which constitutes at least twenty-two percent and no more than twenty-five percent of the dollar amount of the lottery tickets which have been sold on an annualized basis. To the extent that funds are available, the Tax Commissioner and director may authorize a transfer exceeding twenty-five percent of the dollar amount of the lottery tickets sold on an annualized basis.

(3) Of the money available to be transferred to the Education Innovation Fund, the Nebraska Opportunity Grant Fund, the Nebraska Education Improvement Fund, the Nebraska Environmental Trust Fund, the Nebraska State Fair Board, and the Compulsive Gamblers Assistance Fund:

(a) The first five hundred thousand dollars shall be transferred to the Compulsive Gamblers Assistance Fund to be used as provided in section 9-1006;

(b) Beginning July 1, 2016, forty-four and one-half percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska Education Improvement Fund;

(c) Through June 30, 2016, nineteen and three-fourths percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Education Innovation Fund;

(d) Through June 30, 2016, twenty-four and three-fourths percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska Opportunity Grant Fund;

(e) Forty-four and one-half percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska Environmental Trust Fund to be used as provided in the Nebraska Environmental Trust Act;

(f) Ten percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Nebraska State Fair Board if the most populous city within the county in which the fair is located provides

matching funds equivalent to ten percent of the funds available for transfer. Such matching funds may be obtained from the city and any other private or public entity, except that no portion of such matching funds shall be provided by the state. If the Nebraska State Fair ceases operations, ten percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the General Fund; and

(g) One percent of the money remaining after the payment of prizes and operating expenses and the initial transfer to the Compulsive Gamblers Assistance Fund shall be transferred to the Compulsive Gamblers Assistance Fund to be used as provided in section 9-1006.

(4)(a) The Education Innovation Fund is created. At least seventy-five percent of the lottery proceeds allocated to the Education Innovation Fund shall be available for disbursement.

~~(b) For fiscal year 2013-14, the Education Innovation Fund shall be allocated as follows: (i) The first one million dollars shall be transferred to the Excellence in Teaching Cash Fund to fund the Excellence in Teaching Act; (ii) the next allocation shall be distributed to local systems as grants for approved accelerated or differentiated curriculum programs for students identified as learners with high ability pursuant to section 79-1108.02 in an aggregated amount up to the amount distributed in the prior fiscal year for such purposes increased by the basic allowable growth rate pursuant to section 79-1025; (iii) up to the next one hundred sixty thousand dollars shall be used by the State Department of Education to implement section 79-759; (iv) the next one million seven hundred fifty thousand dollars shall be allocated to early childhood education grants awarded by the department pursuant to section 79-1103; (v) the next one million dollars shall be transferred to the Early Childhood Education Endowment Cash Fund for use pursuant to section 79-1104.02; (vi) the next two hundred thousand dollars shall be used to provide grants to establish bridge programs pursuant to sections 79-1189 to 79-1195; (vii) the next ten thousand dollars shall be used to fund the Interstate Compact on Educational Opportunity for Military Children; (viii) the next eighty-five thousand five hundred fifty dollars shall be allocated to the State Department of Education for distribution pursuant to section 79-2306; and (ix) the amount remaining shall be allocated, after administrative expenses, for distance education equipment and incentives pursuant to sections 79-1336 and 79-1337. No funds received as allocations from the Education Innovation Fund pursuant to this subdivision may be obligated for payment to be made after June 30, 2016.~~

~~(b e) For fiscal year 2014-15, the Education Innovation Fund shall be allocated, after administrative expenses, as follows: (i) The first one million two hundred thousand dollars shall be transferred to the Excellence in Teaching Cash Fund to fund the Excellence in Teaching Act; (ii) the next allocation shall be distributed to local systems as grants for approved accelerated or differentiated curriculum programs for students identified as learners with high ability pursuant to section 79-1108.02 in an aggregated amount up to the amount distributed in the prior fiscal year for such purposes increased by the basic allowable growth rate pursuant to section 79-1025; (iii) the next one million eight hundred fifty thousand dollars shall be allocated to early childhood education grants awarded by the State Department of Education pursuant to section 79-1103; (iv) the next one million dollars shall be transferred to the Early Childhood Education Endowment Cash Fund for use pursuant to section 79-1104.02; (v) the next two hundred thousand dollars shall be used to provide grants to establish bridge programs pursuant to sections 79-1189 to 79-1195; (vi) the next ten thousand dollars shall be used to fund the Interstate Compact on Educational Opportunity for Military Children; (vii) the next two million dollars shall be allocated for distance education equipment and incentives pursuant to sections 79-1336 and 79-1337; (viii) the next one million dollars shall be transferred to the School District Reorganization Fund; (ix) up to the next one hundred forty-five thousand dollars shall be used by the State Department of Education to implement section 79-759; and (x) the next three hundred thirty-five thousand dollars shall be allocated to local systems as grants awarded by the State Department of Education to assist schools in evaluating and improving career education programs to align such programs with the state's economic and workforce needs. Except for funds transferred to the School District Reorganization Fund, the Early Childhood Education Endowment Cash Fund, or the department for early childhood education grants pursuant to section 79-1103, no funds received as allocations from the Education Innovation Fund pursuant to this subdivision may be obligated for payment to be made after June 30, 2016, and such funds received as transfers or allocations from the Education Innovation Fund that have not been used for their designated purpose as of such date shall be transferred to the Nebraska Education Improvement Fund on or before August 1, 2016.~~

~~(c d) For fiscal year 2015-16, the Education Innovation Fund shall be allocated, after administrative expenses, as follows: (i) The first one million two hundred thousand dollars shall be transferred to the Excellence in Teaching Cash Fund to fund the Excellence in Teaching Act; (ii) the next allocation shall be distributed to local systems as grants for approved accelerated or differentiated curriculum programs for students identified as learners with high ability pursuant to section 79-1108.02 in an aggregated amount up to the amount distributed in the prior fiscal year for such purposes increased by the basic allowable growth rate pursuant to section 79-1025; (iii) the next one million nine hundred fifty thousand dollars shall be allocated to early~~

childhood education grants awarded by the State Department of Education pursuant to section 79-1103; (iv) the next one million dollars shall be transferred to the Early Childhood Education Endowment Cash Fund for use pursuant to section 79-1104.02; (v) the next ten thousand dollars shall be used to fund the Interstate Compact on Educational Opportunity for Military Children; (vi) the next two million five hundred thousand dollars shall be allocated for distance education equipment and incentives pursuant to sections 79-1336 and 79-1337; (vii) the next one million dollars shall be transferred to the School District Reorganization Fund; (viii) up to the next one hundred forty-five thousand dollars shall be used by the State Department of Education to implement section 79-759; and (ix) of the amount remaining, (A) three million dollars shall be retained in the Education Innovation Fund to transfer to the Nebraska Education Improvement Fund on June 30, 2016, and (B) the remaining amount shall be allocated to local systems as grants awarded by the State Department of Education to assist schools in evaluating and improving career education programs to align such programs with the state's economic and workforce needs. Except for funds transferred to the School District Reorganization Fund, the Early Childhood Education Endowment Cash Fund, or the department for early childhood education grants pursuant to section 79-1103, no funds received as allocations from the Education Innovation Fund pursuant to this subdivision may be obligated for payment to be made after June 30, 2016, and such funds received as transfers or allocations from the Education Innovation Fund that have not been used for their designated purpose as of such date shall be transferred to the Nebraska Education Improvement Fund on or before August 1, 2016.

(d e) The Education Innovation Fund terminates on June 30, 2016. Any money in the fund on such date shall be transferred to the Nebraska Education Improvement Fund on such date.

(5) The Nebraska Education Improvement Fund is created. The fund shall consist of money transferred pursuant to subsections (3) and (4) of this section, money transferred pursuant to section 85-1920, and any other funds appropriated by the Legislature. The fund shall be allocated, after actual and necessary administrative expenses, as provided in this section for fiscal years 2016-17 through 2020-21. A portion of each allocation may be retained by the agency to which the allocation is made or the agency administering the fund to which the allocation is made for actual and necessary expenses incurred by such agency for administration, evaluation, and technical assistance related to the purposes of the allocation, except that no amount of the allocation to the Nebraska Opportunity Grant Fund may be used for such purposes. On or before December 31, 2019, the Education Committee of the Legislature shall electronically submit recommendations to the Clerk of the Legislature regarding how the fund should be allocated to best advance the educational priorities of the state for the five-year period beginning with fiscal year 2021-22. For fiscal year 2016-17, an amount equal to ten percent of the revenue allocated to the Education Innovation Fund and to the Nebraska Opportunity Grant Fund for fiscal year 2015-16 shall be retained in the Nebraska Education Improvement Fund. For fiscal years 2017-18 through 2020-21, an amount equal to ten percent of the revenue received by the Nebraska Education Improvement Fund in the prior fiscal year shall be retained in the fund. For fiscal years 2016-17 through 2020-21, the remainder of the fund shall be allocated as follows: Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(a) One percent of the allocated funds to the Expanded Learning Opportunity Grant Fund to carry out the Expanded Learning Opportunity Grant Program Act;

(b) Seventeen percent of the allocated funds to the Department of Education Innovative Grant Fund for competitive innovation grants pursuant to section 2 of this act;

(c) Nine percent of the allocated funds to the Community College Gap Assistance Program Fund to carry out the community college gap assistance program;

(d) Eight percent of the allocated funds to the Excellence in Teaching Cash Fund to carry out the Excellence in Teaching Act;

(e) Sixty-two percent of the allocated funds to the Nebraska Opportunity Grant Fund to carry out the Nebraska Opportunity Grant Act in conjunction with appropriations from the General Fund; and

(f) Three percent of the allocated funds to fund distance education incentives pursuant to section 79-1337.

(6) Any money in the State Lottery Operation Trust Fund, the State Lottery Operation Cash Fund, the State Lottery Prize Trust Fund, the Nebraska Education Improvement Fund, or the Education Innovation Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(7) Unclaimed prize money on a winning lottery ticket shall be retained for a period of time prescribed by rules and regulations. If no claim is made within such period, the prize money shall be used at the discretion of the Tax Commissioner for any of the purposes prescribed in this section.

Sec. 2. (1) The State Board of Education shall establish a competitive innovation grant program with funding from the Nebraska Education Improvement Fund pursuant to section 9-812. Grantees shall be a school district, an educational service unit, or a combination of entities that includes at least one school district or educational service unit. For grantees that consist of a

combination of entities, a participating school district or educational service unit shall be designated to act as the fiscal agent and administer the program funded by the grant. The state board shall only award grants pursuant to applications that the state board deems to be sufficiently innovative and to have a high chance of success.

(2) An application for a grant pursuant to subsection (1) of this section shall describe:

(a) Specific measurable objectives for improving education outcomes for early childhood students, elementary students, middle school students, or high school students or for improving the transitions between any successive stages of education or between education and the workforce;

(b) The method for annually evaluating progress toward a measurable objective, with a summative evaluation of progress submitted to the state board and electronically to the Education Committee of the Legislature on or before July 1, 2019;

(c) The potential for the project to be both scalable and replicable; and

(d) Any cost savings that could be achieved by reductions in other programs if the funded program is successful.

(3) Based on evaluations received on or before July 1, 2019, for each grant, the State Board of Education shall recommend the grant project as:

(a) Representing a best practice;

(b) A model for a state-supported program; or

(c) A local issue for further study.

(4) For grant projects that are recommended as best practices, the State Board of Education may establish criteria allowing such best practices to be included in the best practices allowance to school districts pursuant to section 11 of this act beginning with aid calculated for school fiscal year 2021-22. The criteria shall:

(a) Specify qualifications for a school district to participate in the best practices allowance for each best practice to be included in the allowance;

(b) Specify a best practices dollar amount based on eighty-five percent of the estimated costs related to each best practice included in the allowance that would not otherwise be incurred without the best practice, that do not replace other such costs, and that are not included in another allowance;

(c) Specify an accountability process which will result in a future aid correction if a school district is found to be in violation of any of the qualifications; and

(d) Specify any other criteria deemed relevant by the state board.

(5) On or before November 1, 2020, and on or before November 1 of each year thereafter, the department shall certify to each qualifying school district the amount of the best practices cost pursuant to this section for such school district and the total best practices cost for all qualifying school districts to be included in the calculation of state aid for the next school fiscal year.

(6) On or before December 1, 2017, and on or before December 1 of each year thereafter, the state board shall electronically submit a report to the Clerk of the Legislature on all such grants, including, but not limited to, the results of the evaluations for each grant and on the best practices allowance if the allowance has been implemented. The state board may adopt and promulgate rules and regulations to carry out this section, including, but not limited to, application procedures, selection procedures, and annual evaluation reporting procedures.

(7) The Department of Education Innovative Grant Fund is created. The fund shall be administered by the State Department of Education and shall consist of transfers pursuant to section 9-812, repayments of grant funds, and interest payments received in the course of administering this section. The fund shall be used to carry out this section. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 3. Section 79-8,134, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,134 The purposes of the Attracting Excellence to Teaching Program are to:

(1) Attract outstanding students to major in shortage areas at the teacher education programs of Nebraska's postsecondary educational institutions;

(2) Retain resident students and graduates as teachers in the accredited school districts, educational service units, and private schools or approved public and private schools of Nebraska; and

(3) Establish a loan contract that requires a borrower to obtain employment as a teacher in this state after graduation.

Sec. 4. Section 79-8,137, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137 (1)(a) Prior to receiving any money from a loan pursuant to the Attracting Excellence to Teaching Program, an eligible student shall enter into a contract with the department. ~~Such contract shall provide notice to the eligible student that funding for loans pursuant to the Attracting Excellence to Teaching Program terminates on June 30, 2016.~~ Such contract shall be exempt from the requirements of sections 73-501 to 73-510.

(b) For eligible students who applied for the first time prior to April 23, 2009, the contract shall require that if (i) the borrower is not employed as a teacher in Nebraska for a time period equal to the number of years required for loan forgiveness pursuant to subsection (2) of this section and is

not enrolled as a full-time student in a graduate program within six months after obtaining an undergraduate degree for which a loan from the program was obtained or (ii) the borrower does not complete the requirements for graduation within five consecutive years after receiving the initial loan under the program, then the loan must be repaid, with interest at the rate fixed pursuant to section 45-103 accruing as of the date the borrower signed the contract, and an appropriate penalty as determined by the department may be assessed. If a borrower fails to remain enrolled at an eligible institution or otherwise fails to meet the requirements of an eligible student, repayment of the loan shall commence within six months after such change in eligibility. The State Board of Education may by rules and regulations provide for exceptions to the conditions of repayment pursuant to this subdivision based upon mitigating circumstances.

(c) For eligible students who apply for the first time on or after April 23, 2009, the contract shall require that if (i) the borrower is not employed as a full-time teacher teaching in an approved or accredited school in Nebraska and teaching at least a portion of the time in the shortage area for which the loan was received for a time period equal to the number of years required for loan forgiveness pursuant to subsection (3) of this section or and is not enrolled as a full-time student in a graduate program within six months after obtaining an undergraduate degree for which a loan from the program was obtained or (ii) the borrower does not complete the requirements for graduation within five consecutive years after receiving the initial loan under the program, then the loan shall be repaid with interest at the rate fixed pursuant to section 45-103 accruing as of the date the borrower signed the contract and actual collection costs as determined by the department. If a borrower fails to remain enrolled at an eligible institution or otherwise fails to continue to be an eligible student, repayment of the loan shall commence within six months after such change in eligibility. The State Board of Education may by rule and regulation provide for exceptions to the conditions of repayment pursuant to this subdivision based upon mitigating circumstances.

(2) If the borrower applied for the first time prior to April 23, 2009, and (a) successfully completes the teacher education program and becomes certified pursuant to sections 79-806 to 79-815, (b) becomes employed as a teacher in this state within six months of becoming certified, and (c) otherwise meets the requirements of the contract, payments shall be suspended for the number of years that the borrower is required to remain employed as a teacher in this state under the contract. For each year that the borrower teaches in Nebraska pursuant to the contract, payments shall be forgiven in an amount equal to the amount borrowed for one year, except that if the borrower teaches in a school district that is in a local system classified as very sparse as defined in section 79-1003 or teaches in a school district in which at least forty percent of the students are poverty students as defined in section 79-1003, payments shall be forgiven each year in an amount equal to the amount borrowed for two years.

(3)(a) If the borrower applies for the first time on or after April 23, 2009, and (i a) successfully completes the teacher education program and major for which the borrower is receiving a forgivable loan pursuant to the program and becomes certified pursuant to sections 79-806 to 79-815 with an endorsement in the shortage area for which the loan was received, (ii b) becomes employed as a full-time teacher teaching at least a portion of the time in the shortage area for which the loan was received in an approved or accredited school in this state within six months of becoming certified, and (iii c) otherwise meets the requirements of the contract, payments shall be suspended for the number of years that the borrower is required to remain employed as a teacher in this state under the contract.

(b) Beginning after the first two years of teaching full-time in Nebraska following graduation for the degree for which the loan was received, for each year that the borrower teaches full-time in Nebraska pursuant to the contract, the loan shall be forgiven in an amount equal to three thousand dollars, except that if the borrower teaches full-time in a school district that is in a local system classified as very sparse as defined in section 79-1003, teaches in a school building in which at least forty percent of the formula students are poverty students as defined in section 79-1003, or teaches in an accredited or approved private school in Nebraska in which at least forty percent of the enrolled students qualified for free lunches as determined by the most recent data available from the department, payments shall be forgiven each year in an amount equal to six thousand dollars.

Sec. 5. Section 79-8,137.01, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.01 The Enhancing Excellence in Teaching Program is created. For purposes of the Enhancing Excellence in Teaching Program:

(1) Department means the State Department of Education;

(2) Eligible graduate program means a program of study offered by an eligible institution which results in obtaining a graduate degree;

(3) Eligible institution means a not-for-profit college or university which (a) is located in Nebraska, (b) is accredited by a regional accrediting agency recognized by the United States Department of Education as determined to be acceptable by the State Board of Education, (c) has a teacher education program, and (d) if a privately funded college or university, has not opted out of the Enhancing Excellence in Teaching Program pursuant to rules and regulations;

(4) Eligible student means an individual who (a) is a certificated teacher employed to teach in an approved or accredited school in Nebraska, (b) is

enrolled in an eligible graduate program, including a course of study leading to an endorsement in a shortage area specified by the State Board of Education, (c) if enrolled at a state-funded eligible institution, is a resident student as described in section 85-502 or, if enrolled in a privately funded eligible institution, would be deemed a resident student if enrolled in a state-funded eligible institution, (d) is majoring in a shortage area, curriculum and instruction, a subject area in which the individual already holds a secular teaching endorsement, or a subject area that will result in an additional secular teaching endorsement which the superintendent of the school district or head administrator of the private, denominational, or parochial school employing the individual believes will be beneficial to the students of such school district or school as evidenced by a statement signed by the superintendent or head administrator, and (e) is applying for a loan pursuant to the Enhancing Excellence in Teaching Program to be received at a time other than during fiscal year 2011-12 or 2012-13;

(5) Majoring in a shortage area or subject area means pursuing a degree or course of study which will allow an individual to be properly endorsed to teach in such shortage area or subject area; and

(6) Shortage area means a secular field of teaching or endorsement area for which there is a shortage, as determined by the department, of properly endorsed teachers at the time the borrower first receives funds pursuant to the Enhancing Excellence in Teaching Program.

Sec. 6. Section 79-8,137.02, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.02 The purposes of the Enhancing Excellence in Teaching Program are to:

(1) Retain teachers in the accredited school districts, educational service units, and private schools or approved ~~public and~~ private schools of Nebraska;

(2) Improve the skills of existing teachers in Nebraska through the graduate education or endorsement programs of Nebraska's postsecondary educational institutions; and

(3) Establish a loan contract that requires a borrower to continue employment as a teacher in this state after graduation from an eligible graduate or endorsement program.

Sec. 7. Section 79-8,137.03, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.03 (1) The department shall administer the Enhancing Excellence in Teaching Program either directly or by contracting with public or private entities.

(2) To be eligible for the program, an eligible student shall:

(a) Agree to complete an eligible graduate or endorsement program at an eligible institution and to complete the program ~~major~~ on which the applicant's eligibility is based as determined by the department; and

(b) Commit to teach in an accredited or approved public or private school in Nebraska upon successful completion of the eligible graduate or endorsement program for which the applicant is applying to the Enhancing Excellence in Teaching Program and to maintaining certification pursuant to sections 79-806 to 79-815.

(3) Eligible students may apply on an annual basis for loans in an amount of not more than one hundred seventy-five dollars per credit hour. Loans awarded to individual students shall not exceed a cumulative period exceeding five consecutive years. Loans shall only be awarded through the department. Loans shall be funded pursuant to section 79-8,137.05.

Sec. 8. Section 79-8,137.04, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.04 (1) Prior to receiving any money from a loan pursuant to the Enhancing Excellence in Teaching Program, an eligible student shall enter into a contract with the department. ~~Such contract shall provide notice to the eligible student that funding for loans pursuant to the Enhancing Excellence in Teaching Program terminates on June 30, 2016.~~ Such contract shall be exempt from the requirements of sections 73-501 to 73-510. The contract shall require that if (a) the borrower is not employed as a full-time teacher teaching in an approved or accredited school in Nebraska for a time period equal to the number of years required for loan forgiveness pursuant to subsection (2) of this section or (b) the borrower does not complete the requirements for graduation within five consecutive years after receiving the initial loan under the program, then the loan shall be repaid, with interest at the rate fixed pursuant to section 45-103 accruing as of the date the borrower signed the contract and actual collection costs as determined by the department. If a borrower fails to remain enrolled at an eligible institution or otherwise fails to meet the requirements of an eligible student, repayment of the loan shall commence within six months after such change in eligibility. The State Board of Education may by rules and regulations provide for exceptions to the conditions of repayment pursuant to this subsection based upon mitigating circumstances.

(2)(a) If the borrower (i a) successfully completes the eligible graduate or endorsement program and ~~major~~ for which the borrower is receiving a forgivable loan pursuant to the Enhancing Excellence in Teaching Program and maintains certification pursuant to sections 79-806 to 79-815, (ii b) maintains employment as a teacher in an approved or accredited school in this state, and (iii c) otherwise meets the requirements of the contract, payments shall be suspended for the number of years that the borrower is required to remain employed as a teacher in this state under the contract.

(b) For funds received prior to July 1, 2016, beginning after the first two years of teaching full-time in Nebraska following graduation for the degree for which the loan was received, for each year that the borrower teaches full-time in Nebraska pursuant to the contract, the loan shall be forgiven in an amount equal to three thousand dollars, except that if the borrower teaches full-time in a school district that is in a local system classified as very sparse as defined in section 79-1003, teaches in a school building in which at least forty percent of the students are poverty students as defined in section 79-1003, or teaches in an accredited or approved private school in Nebraska in which at least forty percent of the enrolled students qualified for free lunches as determined by the most recent data available from the department, payments shall be forgiven each year in an amount equal to six thousand dollars.

(c) For funds received on or after July 1, 2016, beginning after the first two years of teaching full-time in Nebraska following graduation for the degree for which the loan was received, for each year that the borrower teaches full-time in Nebraska pursuant to the contract, the loan shall be forgiven in an amount equal to one thousand five hundred dollars, except that if the borrower teaches full-time in a school district that is in a local system classified as very sparse as defined in section 79-1003, teaches in a school building in which at least forty percent of the formula students are poverty students as defined in section 79-1003, or teaches in an accredited private school or educational service unit or an approved private school in Nebraska in which at least forty percent of the enrolled students qualified for free lunches as determined by the most recent data available from the department, payments shall be forgiven each year in an amount equal to one thousand five hundred dollars for the first year of loan forgiveness and three thousand dollars for each year of loan forgiveness thereafter.

Sec. 9. Section 79-8,137.05, Reissue Revised Statutes of Nebraska, is amended to read:

79-8,137.05 (1) The Excellence in Teaching Cash Fund is created. The fund shall consist of appropriations by the Legislature, transfers pursuant to section 9-812, and loan repayments, penalties, and interest payments received in the course of administering the Attracting Excellence to Teaching Program and the Enhancing Excellence in Teaching Program.

(2) ~~For all fiscal years except fiscal years 2011-12 and 2012-13, the department shall allocate on an annual basis up to four hundred thousand dollars in the aggregate of the funds to be distributed for the Attracting Excellence to Teaching Program to all eligible institutions according to the distribution formula as determined by rule and regulation. The eligible institutions shall act as agents of the department in the distribution of the funds for the Attracting Excellence to Teaching Program to eligible students. The department shall allocate on an annual basis up to eight hundred thousand dollars of the remaining available funds to shall be distributed by the department to eligible students for the Enhancing Excellence in Teaching Program. Funding amounts granted in excess of one million two hundred thousand dollars shall be evenly divided for distribution between the two programs.~~

(3) ~~For fiscal years 2011-12 and 2012-13, the department shall allocate on an annual basis funds to be distributed for the Attracting Excellence to Teaching Program to all eligible institutions receiving applications from eligible students for loans to be received during such fiscal years. The distribution for each of fiscal years 2011-12 and 2012-13 shall be proportional based on the amounts applied for by eligible students at each institution, except that no more than one hundred percent of such amounts shall be distributed. The eligible institutions shall act as agents of the department in the distribution of the funds for the Attracting Excellence to Teaching Program to eligible students.~~

(3 4) Any money remaining in the fund on August 1, ~~2021~~ 2016, shall be transferred to the Nebraska Education Improvement Fund on such date.

(4 5) Any money in the Excellence in Teaching Cash Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 10. Section 79-1001, Reissue Revised Statutes of Nebraska, is amended to read:

79-1001 Sections 79-1001 to 79-1033 and section 11 of this act shall be known and may be cited as the Tax Equity and Educational Opportunities Support Act.

Sec. 11. Beginning with aid calculated for school fiscal year 2021-22, for any school fiscal year for which the best practices allowance has been implemented by the State Board of Education, the State Department of Education shall calculate a best practices allowance for each school district qualifying pursuant to section 2 of this act equal to the lesser of (1) the best practices cost certified pursuant to section 2 of this act for such school district or (2) the product of the best practices cost certified pursuant to section 2 of this act for such school district multiplied by the ratio of one million dollars divided by the aggregate total of the best practices cost certified for all qualifying school districts for such school fiscal year. Fifty percent of the best practices allowance calculated pursuant to this section for each qualifying school district shall be paid to such school district as best practices aid for the school fiscal year for which aid is being calculated.

Sec. 12. Section 79-1003, Reissue Revised Statutes of Nebraska, is amended to read:

79-1003 For purposes of the Tax Equity and Educational Opportunities

Support Act:

(1) Adjusted general fund operating expenditures means (a) for school fiscal years 2013-14 through 2015-16, the difference of the general fund operating expenditures as calculated pursuant to subdivision (22) of this section increased by the cost growth factor calculated pursuant to section 79-1007.10, minus the transportation allowance, special receipts allowance, poverty allowance, limited English proficiency allowance, distance education and telecommunications allowance, elementary site allowance, summer school allowance, instructional time allowance, teacher education allowance, and focus school and program allowance, and (b) for school fiscal year 2016-17 and each school fiscal year thereafter, the difference of the general fund operating expenditures as calculated pursuant to subdivision (22) of this section increased by the cost growth factor calculated pursuant to section 79-1007.10, minus the transportation allowance, special receipts allowance, poverty allowance, limited English proficiency allowance, distance education and telecommunications allowance, elementary site allowance, summer school allowance, best practices allowance, and focus school and program allowance;

(2) Adjusted valuation means the assessed valuation of taxable property of each local system in the state, adjusted pursuant to the adjustment factors described in section 79-1016. Adjusted valuation means the adjusted valuation for the property tax year ending during the school fiscal year immediately preceding the school fiscal year in which the aid based upon that value is to be paid. For purposes of determining the local effort rate yield pursuant to section 79-1015.01, adjusted valuation does not include the value of any property which a court, by a final judgment from which no appeal is taken, has declared to be nontaxable or exempt from taxation;

(3) Allocated income tax funds means the amount of assistance paid to a local system pursuant to section 79-1005.01 as adjusted by the minimum levy adjustment pursuant to section 79-1008.02;

(4) Average daily membership means the average daily membership for grades kindergarten through twelve attributable to the local system, as provided in each district's annual statistical summary, and includes the proportionate share of students enrolled in a public school instructional program on less than a full-time basis;

(5) Base fiscal year means the first school fiscal year following the school fiscal year in which the reorganization or unification occurred;

(6) Board means the school board of each school district;

(7) Categorical funds means funds limited to a specific purpose by federal or state law, including, but not limited to, Title I funds, Title VI funds, federal vocational education funds, federal school lunch funds, Indian education funds, Head Start funds, and funds from the Education Innovation Fund. Categorical funds does not include funds received pursuant to section 79-1028.02 or 79-1028.04;

(8) Consolidate means to voluntarily reduce the number of school districts providing education to a grade group and does not include dissolution pursuant to section 79-498;

(9) Converted contract means an expired contract that was in effect for at least fifteen school years beginning prior to school year 2012-13 for the education of students in a nonresident district in exchange for tuition from the resident district when the expiration of such contract results in the nonresident district educating students, who would have been covered by the contract if the contract were still in effect, as option students pursuant to the enrollment option program established in section 79-234;

(10) Converted contract option student means a student who will be an option student pursuant to the enrollment option program established in section 79-234 for the school fiscal year for which aid is being calculated and who would have been covered by a converted contract if the contract were still in effect and such school fiscal year is the first school fiscal year for which such contract is not in effect;

(11) Department means the State Department of Education;

(12) District means any Class I, II, III, IV, V, or VI school district and, beginning with the calculation of state aid for school fiscal year 2011-12 and each school fiscal year thereafter, a unified system as defined in section 79-4,108;

(13) Ensuing school fiscal year means the school fiscal year following the current school fiscal year;

(14) Equalization aid means the amount of assistance calculated to be paid to a local system pursuant to sections 79-1007.11 to 79-1007.23, 79-1007.25, 79-1008.01 to 79-1022, 79-1022.02, 79-1028.02, and 79-1028.04;

(15) Fall membership means the total membership in kindergarten through grade twelve attributable to the local system as reported on the fall school district membership reports for each district pursuant to section 79-528;

(16) Fiscal year means the state fiscal year which is the period from July 1 to the following June 30;

(17) Formula students means:

(a) For state aid certified pursuant to section 79-1022, the sum of the product of fall membership from the school fiscal year immediately preceding the school fiscal year in which the aid is to be paid multiplied by the average ratio of average daily membership to fall membership for the second school fiscal year immediately preceding the school fiscal year in which the aid is to be paid and the prior two school fiscal years plus sixty percent of the qualified early childhood education fall membership plus tuitioned students from the school fiscal year immediately preceding the school fiscal year in

which aid is to be paid minus the product of the number of students enrolled in kindergarten that is not full-day kindergarten from the fall membership multiplied by 0.5; and

(b) For the final calculation of state aid pursuant to section 79-1065, the sum of average daily membership plus sixty percent of the qualified early childhood education average daily membership plus tuitioned students minus the product of the number of students enrolled in kindergarten that is not full-day kindergarten from the average daily membership multiplied by 0.5 from the school fiscal year immediately preceding the school fiscal year in which aid was paid;

(18) Free lunch and free milk student means a student who qualified for free lunches or free milk from the most recent data available on November 1 of the school fiscal year immediately preceding the school fiscal year in which aid is to be paid;

(19) Full-day kindergarten means kindergarten offered by a district for at least one thousand thirty-two instructional hours;

(20) General fund budget of expenditures means the total budget of disbursements and transfers for general fund purposes as certified in the budget statement adopted pursuant to the Nebraska Budget Act, except that for purposes of the limitation imposed in section 79-1023 and the calculation pursuant to subdivision (2) of section 79-1027.01, the general fund budget of expenditures does not include any special grant funds, exclusive of local matching funds, received by a district;

(21) General fund expenditures means all expenditures from the general fund;

(22) General fund operating expenditures means for state aid calculated for school fiscal years 2012-13 and each school fiscal year thereafter, as reported on the annual financial report for the second school fiscal year immediately preceding the school fiscal year in which aid is to be paid, the total general fund expenditures minus (a) the amount of all receipts to the general fund, to the extent that such receipts are not included in local system formula resources, from early childhood education tuition, summer school tuition, educational entities as defined in section 79-1201.01 for providing distance education courses through the Educational Service Unit Coordinating Council to such educational entities, private foundations, individuals, associations, charitable organizations, the textbook loan program authorized by section 79-734, federal impact aid, and levy override elections pursuant to section 77-3444, (b) the amount of expenditures for categorical funds, tuition paid, transportation fees paid to other districts, adult education, community services, redemption of the principal portion of general fund debt service, retirement incentive plans authorized by section 79-855, and staff development assistance authorized by section 79-856, (c) the amount of any transfers from the general fund to any bond fund and transfers from other funds into the general fund, (d) any legal expenses in excess of fifteen-hundredths of one percent of the formula need for the school fiscal year in which the expenses occurred, (e) expenditures to pay for sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination occurring prior to July 1, 2009, occurring on or after the last day of the 2010-11 school year and prior to the first day of the 2013-14 school year, or, to the extent that a district has demonstrated to the State Board of Education pursuant to section 79-1028.01 that the agreement will result in a net savings in salary and benefit costs to the school district over a five-year period, occurring on or after the first day of the 2013-14 school year, (f)(i) expenditures to pay for employer contributions pursuant to subsection (2) of section 79-958 to the School Employees Retirement System of the State of Nebraska to the extent that such expenditures exceed the employer contributions under such subsection that would have been made at a contribution rate of seven and thirty-five hundredths percent or (ii) expenditures to pay for school district contributions pursuant to subdivision (1)(c)(i) of section 79-9,113 to the retirement system established pursuant to the Class V School Employees Retirement Act to the extent that such expenditures exceed the school district contributions under such subdivision that would have been made at a contribution rate of seven and thirty-seven hundredths percent, and (g) any amounts paid by the district for lobbyist fees and expenses reported to the Clerk of the Legislature pursuant to section 49-1483.

For purposes of this subdivision (22) of this section, receipts from levy override elections shall equal ninety-nine percent of the difference of the total general fund levy minus a levy of one dollar and five cents per one hundred dollars of taxable valuation multiplied by the assessed valuation for school districts that have voted pursuant to section 77-3444 to override the maximum levy provided pursuant to section 77-3442;

(23) High school district means a school district providing instruction in at least grades nine through twelve;

(24) Income tax liability means the amount of the reported income tax liability for resident individuals pursuant to the Nebraska Revenue Act of 1967 less all nonrefundable credits earned and refunds made;

(25) Income tax receipts means the amount of income tax collected pursuant to the Nebraska Revenue Act of 1967 less all nonrefundable credits earned and refunds made;

(26) Limited English proficiency students means the number of students with limited English proficiency in a district from the most recent data available on November 1 of the school fiscal year preceding the school fiscal year in which aid is to be paid plus the difference of such students with

limited English proficiency minus the average number of limited English proficiency students for such district, prior to such addition, for the three immediately preceding school fiscal years if such difference is greater than zero;

(27) Local system means a learning community for purposes of calculation of state aid for the second full school fiscal year after becoming a learning community and each school fiscal year thereafter, a unified system, a Class VI district and the associated Class I districts, or a Class II, III, IV, or V district and any affiliated Class I districts or portions of Class I districts. The membership, expenditures, and resources of Class I districts that are affiliated with multiple high school districts will be attributed to local systems based on the percent of the Class I valuation that is affiliated with each high school district;

(28) Low-income child means a child under nineteen years of age living in a household having an annual adjusted gross income for the second calendar year preceding the beginning of the school fiscal year for which aid is being calculated equal to or less than the maximum household income that would allow a student from a family of four people to be a free lunch and free milk student during the school fiscal year immediately preceding the school fiscal year for which aid is being calculated;

(29) Low-income students means the number of low-income children within the district multiplied by the ratio of the formula students in the district divided by the total children under nineteen years of age residing in the district as derived from income tax information;

(30) Most recently available complete data year means the most recent single school fiscal year for which the annual financial report, fall school district membership report, annual statistical summary, Nebraska income tax liability by school district for the calendar year in which the majority of the school fiscal year falls, and adjusted valuation data are available;

(31) Poverty students means the number of low-income students or the number of students who are free lunch and free milk students in a district plus the difference of the number of low-income students or the number of students who are free lunch and free milk students in a district, whichever is greater, minus the average number of poverty students for such district, prior to such addition, for the three immediately preceding school fiscal years if such difference is greater than zero;

(32) Qualified early childhood education average daily membership means the product of the average daily membership for school fiscal year 2006-07 and each school fiscal year thereafter of students who will be eligible to attend kindergarten the following school year and are enrolled in an early childhood education program approved by the department pursuant to section 79-1103 for such school district for such school year multiplied by the ratio of the actual instructional hours of the program divided by one thousand thirty-two if: (a) The program is receiving a grant pursuant to such section for the third year; (b) the program has already received grants pursuant to such section for three years; or (c) the program has been approved pursuant to subsection (5) of section 79-1103 for such school year and the two preceding school years, including any such students in portions of any of such programs receiving an expansion grant;

(33) Qualified early childhood education fall membership means the product of membership on the last Friday in September 2006 and each year thereafter of students who will be eligible to attend kindergarten the following school year and are enrolled in an early childhood education program approved by the department pursuant to section 79-1103 for such school district for such school year multiplied by the ratio of the planned instructional hours of the program divided by one thousand thirty-two if: (a) The program is receiving a grant pursuant to such section for the third year; (b) the program has already received grants pursuant to such section for three years; or (c) the program has been approved pursuant to subsection (5) of section 79-1103 for such school year and the two preceding school years, including any such students in portions of any of such programs receiving an expansion grant;

(34) Regular route transportation means the transportation of students on regularly scheduled daily routes to and from the attendance center;

(35) Reorganized district means any district involved in a consolidation and currently educating students following consolidation;

(36) School year or school fiscal year means the fiscal year of a school district as defined in section 79-1091;

(37) Sparse local system means a local system that is not a very sparse local system but which meets the following criteria:

(a)(i) Less than two students per square mile in the county in which each high school is located, based on the school district census, (ii) less than one formula student per square mile in the local system, and (iii) more than ten miles between each high school attendance center and the next closest high school attendance center on paved roads;

(b)(i) Less than one and one-half formula students per square mile in the local system and (ii) more than fifteen miles between each high school attendance center and the next closest high school attendance center on paved roads;

(c)(i) Less than one and one-half formula students per square mile in the local system and (ii) more than two hundred seventy-five square miles in the local system; or

(d)(i) Less than two formula students per square mile in the local system and (ii) the local system includes an area equal to ninety-five percent or more

of the square miles in the largest county in which a high school attendance center is located in the local system;

(38) Special education means specially designed kindergarten through grade twelve instruction pursuant to section 79-1125, and includes special education transportation;

(39) Special grant funds means the budgeted receipts for grants, including, but not limited to, categorical funds, reimbursements for wards of the court, short-term borrowings including, but not limited to, registered warrants and tax anticipation notes, interfund loans, insurance settlements, and reimbursements to county government for previous overpayment. The state board shall approve a listing of grants that qualify as special grant funds;

(40) State aid means the amount of assistance paid to a district pursuant to the Tax Equity and Educational Opportunities Support Act;

(41) State board means the State Board of Education;

(42) State support means all funds provided to districts by the State of Nebraska for the general fund support of elementary and secondary education;

(43) Statewide average basic funding per formula student means the statewide total basic funding for all districts divided by the statewide total formula students for all districts;

(44) Statewide average general fund operating expenditures per formula student means the statewide total general fund operating expenditures for all districts divided by the statewide total formula students for all districts;

(45) Teacher has the definition found in section 79-101;

(46) Temporary aid adjustment factor means (a) for school fiscal years before school fiscal year 2007-08, one and one-fourth percent of the sum of the local system's transportation allowance, the local system's special receipts allowance, and the product of the local system's adjusted formula students multiplied by the average formula cost per student in the local system's cost grouping and (b) for school fiscal year 2007-08, one and one-fourth percent of the sum of the local system's transportation allowance, special receipts allowance, and distance education and telecommunications allowance and the product of the local system's adjusted formula students multiplied by the average formula cost per student in the local system's cost grouping;

(47) Tuition receipts from converted contracts means tuition receipts received by a district from another district in the most recently available complete data year pursuant to a converted contract prior to the expiration of the contract;

(48) Tuitioned students means students in kindergarten through grade twelve of the district whose tuition is paid by the district to some other district or education agency; and

(49) Very sparse local system means a local system that has:

(a)(i) Less than one-half student per square mile in each county in which each high school attendance center is located based on the school district census, (ii) less than one formula student per square mile in the local system, and (iii) more than fifteen miles between the high school attendance center and the next closest high school attendance center on paved roads; or

(b)(i) More than four hundred fifty square miles in the local system, (ii) less than one-half student per square mile in the local system, and (iii) more than fifteen miles between each high school attendance center and the next closest high school attendance center on paved roads.

Sec. 13. Section 79-1007.11, Reissue Revised Statutes of Nebraska, is amended to read:

79-1007.11 (1) Except as otherwise provided in this section, for school fiscal years 2013-14 through 2015-16, each school district's formula need shall equal the difference of the sum of the school district's basic funding, poverty allowance, limited English proficiency allowance, focus school and program allowance, summer school allowance, special receipts allowance, transportation allowance, elementary site allowance, instructional time allowance, teacher education allowance, distance education and telecommunications allowance, averaging adjustment, new learning community transportation adjustment, student growth adjustment, any positive student growth adjustment correction, and new school adjustment, minus the sum of the limited English proficiency allowance correction, poverty allowance correction, and any negative student growth adjustment correction.

(2) Except as otherwise provided in this section, for school fiscal year 2016-17 and each school fiscal year thereafter, each school district's formula need shall equal the difference of the sum of the school district's basic funding, poverty allowance, limited English proficiency allowance, focus school and program allowance, summer school allowance, special receipts allowance, transportation allowance, elementary site allowance, best practices allowance, distance education and telecommunications allowance, averaging adjustment, new learning community transportation adjustment, student growth adjustment, any positive student growth adjustment correction, and new school adjustment, minus the sum of the limited English proficiency allowance correction, poverty allowance correction, and any negative student growth adjustment correction.

(3) If the formula need calculated for a school district pursuant to subsections (1) and (2) of this section is less than one hundred percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated, the formula need for such district shall equal one hundred percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated.

(4) Except as provided in subsection (6) of this section, if the formula

need calculated for a school district pursuant to subsections (1) and (2) of this section is more than one hundred twelve percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated, the formula need for such district shall equal one hundred twelve percent of the formula need for such district for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated, except that the formula need shall not be reduced pursuant to this subsection for any district receiving a student growth adjustment for the school fiscal year for which aid is being calculated.

(5) For purposes of subsections (3) and (4) of this section, the formula need for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated shall be the formula need used in the final calculation of aid pursuant to section 79-1065 and for districts that were affected by a reorganization with an effective date in the calendar year preceding the calendar year in which aid is certified for the school fiscal year for which aid is being calculated, the formula need for the school fiscal year immediately preceding the school fiscal year for which aid is being calculated shall be attributed to the affected school districts based on information provided to the department by the school districts or proportionally based on the adjusted valuation transferred if sufficient information has not been provided to the department.

(6) For state aid calculated for the first full school fiscal year of a new learning community, if the formula need calculated for a member school district pursuant to subsections (1) through (3) of this section is less than the sum of the school district's state aid certified for the school fiscal year immediately preceding the first full school fiscal year of the learning community plus the school district's other actual receipts included in local system formula resources pursuant to section 79-1018.01 for such school fiscal year plus the product of the school district's general fund levy for such school fiscal year up to one dollar and five cents multiplied by the school district's assessed valuation for such school fiscal year, the formula need for such school district for the school fiscal year for which aid is being calculated shall equal such sum.

Sec. 14. Section 79-1017.01, Reissue Revised Statutes of Nebraska, is amended to read:

~~79-1017.01 (1) For state aid calculated for school fiscal year 2013-14, local system formula resources includes retirement aid determined under section 79-1028.03, teacher education aid determined for each district pursuant to subdivision (2) of section 79-1007.25, instructional time aid determined pursuant to subsection (2) of section 79-1007.23, allocated income tax funds determined for each district pursuant to section 79-1005.01, and adjustments pursuant to section 79-1008.02 and is reduced by amounts paid by the district in the most recently available complete data year as property tax refunds pursuant to or in the manner prescribed by section 77-1736.06.~~

~~(1 2) For state aid calculated for school fiscal years 2014-15 and 2015-16, local system formula resources includes teacher education aid determined for each district pursuant to section 79-1007.25, instructional time aid determined pursuant to subsection (2) of section 79-1007.23, allocated income tax funds determined for each district pursuant to section 79-1005.01, and adjustments pursuant to section 79-1008.02 and is reduced by amounts paid by the district in the most recently available complete data year as property tax refunds pursuant to or in the manner prescribed by section 77-1736.06.~~

~~(2 3) For state aid calculated for school fiscal year 2016-17 and each school fiscal year thereafter, local system formula resources includes best practices aid pursuant to section 11 of this act, if any districts in the local system qualify, allocated income tax funds determined for each district pursuant to section 79-1005.01, and adjustments pursuant to section 79-1008.02 and is reduced by amounts paid by the district in the most recently available complete data year as property tax refunds pursuant to or in the manner prescribed by section 77-1736.06.~~

Sec. 15. Sections 15 to 24 of this act shall be known and may be cited as the Expanded Learning Opportunity Grant Program Act.

Sec. 16. The purpose of the Expanded Learning Opportunity Grant Program Act is to promote academic achievement outside of school hours in high-need school districts.

Sec. 17. For purposes of the Expanded Learning Opportunity Grant Program Act:

(1) Community learning center has the definition found in 20 U.S.C. 7171(b)(1), as such section existed on January 1, 2015;

(2) Department means the State Department of Education;

(3) Expanded learning opportunity program means a school-community partnership that provides participating elementary-age and secondary-age students and their families with programming and other support activities and services after school and on weekends, holidays, and other hours when school is not in session through a mix of programs and services that (a) complement but do not duplicate elementary and secondary school day learning and (b) create opportunities to strengthen school-community partnerships that provide students and their families with the support they need to be successful in school; and

(4) High-need school district means a school district in which forty percent or more of the enrolled students qualify for free and reduced price meals under the National School Lunch Program, 7 C.F.R. part 210, as such regulations existed on January 1, 2015.

Sec. 18. The department shall establish and administer the Expanded

Learning Opportunity Grant Program. The grant program shall provide grants to community-based organizations working in partnership with schools in high-need school districts to provide expanded learning opportunity programs.

Sec. 19. The first priority of the Expanded Learning Opportunity Grant Program is to continue existing 21st Century Community Learning Centers funded by the federal 21st Century Community Learning Center program pursuant to 20 U.S.C. 7171 et seq., as such sections existed on January 1, 2015, in high-need school districts that have a record of success. The second priority shall be support for new expanded learning opportunity program development in areas of the state with a high percentage of at-risk children that are not currently served by school-based or school-linked expanded learning opportunity programs funded by the federal 21st Century Community Learning Center program pursuant to 20 U.S.C. 7171 et seq., as such sections existed on January 1, 2015.

Sec. 20. (1) The department shall establish an application process and timeline pursuant to which partner organizations may submit proposals for a grant under the Expanded Learning Opportunity Grant Program. Each proposal shall include:

- (a) A grant planning period;
- (b) An agreement to participate in periodic evaluations of the expanded learning opportunity program, to be specified by the department;
- (c) Evidence that the proposed expanded learning opportunity program will be coordinated or contracted with existing programs;
- (d) A plan to coordinate and use a combination of local, state, philanthropic, and federal funding sources, including, but not limited to, funding available through the federal No Child Left Behind Act of 2001, 20 U.S.C. 6301 et seq., as such act and sections existed on January 1, 2015, funds allocated pursuant to section 9-812, and funds from any other source designated or appropriated for purposes of the program. Funding provided by the Expanded Learning Opportunity Grant Program shall be matched on a one-to-one basis by community or partner contributions;
- (e) A plan to use sliding-fee scales and the funding sources included in subdivision (d) of this subsection;
- (f) An advisory body which includes families and community members;
- (g) Appropriately qualified staff;
- (h) An appropriate child-to-staff ratio;
- (i) Compliance with minimum health and safety standards;
- (j) A strong family development and support component, recognizing the central role of parents in their children's development; and
- (k) Developmentally and culturally appropriate practices and assessments.

(2) The proposal shall demonstrate how the expanded learning opportunity program will provide participating students with academic enrichment and expanded learning opportunities that are high quality, based on proven methods, if appropriate, and designed to complement students' regular academic programs. Such activities shall include two or more of the following:

- (a) Core education subjects of reading, writing, mathematics, and science;
- (b) Academic enrichment learning programs, including provision of additional assistance to students to allow the students to improve their academic achievement;
- (c) Science, technology, engineering, and mathematics (STEM) education;
- (d) Sign language, foreign language, and social studies instruction;
- (e) Remedial education activities;
- (f) Tutoring services, including, but not limited to, tutoring services provided by senior citizen volunteers;
- (g) Arts and music education;
- (h) Entrepreneurial education programs;
- (i) Telecommunications and technology education programs;
- (j) Programs for English language learners that emphasize language skills and academic achievement;
- (k) Mentoring programs;
- (l) Recreational activities;
- (m) Expanded library service hours;
- (n) Programs that provide assistance to students who have been truant, suspended, or expelled to allow such students to improve their academic achievement;
- (o) Drug abuse prevention and violence prevention programs;
- (p) Character education programs;
- (q) Health and nutritional services;
- (r) Behavioral health counseling services; and
- (s) Programs that promote parental involvement and family literacy.

(3) A proposal shall: (a) Demonstrate specifically how its activities are expected to improve student academic achievement; (b) demonstrate that its activities will be provided by organizations in partnership with the school that have experience or the promise of success in providing educational and related activities that will complement and enhance the academic performance, achievement, and positive development of the students; and (c) demonstrate that the expanded learning opportunity program aligns with the school district learning objectives and behavioral codes. Nothing in this subsection shall be construed to require an expanded learning opportunity program to provide academic services in specific subject areas.

(4) The department shall make an effort to fund expanded learning opportunity programs in both rural and urban areas of the state. The department shall award grants to proposals that offer a broad array of services, programs, and activities.

Sec. 21. A school district participating in an expanded learning opportunity program shall inform an authorized representative or designee of each nonpublic school geographically located within each public school building's attendance area regarding potential participation in an expanded learning opportunity program.

Sec. 22. Grantees receiving funds pursuant to the Expanded Learning Opportunity Grant Program shall cooperate with evaluators and supervise the administration and collection of student, teacher, parent, and collaboration surveys. Grantees shall also designate a qualified evaluation professional or local evaluation support to ensure data collection, perform annual self-assessments, monitor program progress, and assist in developing local evaluation reports.

Sec. 23. The department shall provide a report evaluating the expanded learning opportunity programs to the Legislature by January 1 of each odd-numbered year. The report submitted to the Legislature shall be submitted electronically.

Sec. 24. (1) The Expanded Learning Opportunity Grant Fund is created. The fund shall be administered by the department and shall consist of transfers pursuant to section 9-812, repayments of grant funds, and interest payments received in the course of administering the Expanded Learning Opportunity Grant Program Act. The fund shall be used to carry out the Expanded Learning Opportunity Grant Program Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(2) The State Board of Education, in consultation with the department, may adopt and promulgate rules and regulations to carry out the Expanded Learning Opportunity Grant Program Act.

Sec. 25. Section 79-1337, Reissue Revised Statutes of Nebraska, is amended to read:

79-1337 (1) For fiscal years 2007-08 through ~~2020-21~~ 2015-16, the State Department of Education shall provide distance education incentives from the Education Innovation Fund to school districts and educational service units for qualified distance education courses coordinated through the Distance Education Council until July 1, 2008, and the Educational Service Unit Coordinating Council on and after July 1, 2008, as provided in this section. Through fiscal year 2015-16, funding for such distance education incentives shall come from the Education Innovation Fund. For fiscal years 2016-17 through 2020-21, funding for such distance education incentives shall come from the Nebraska Education Improvement Fund.

(2) School districts and educational service units shall apply for incentives annually through calendar year ~~2020~~ 2015 to the department on or before August 1 on a form specified by the department. The application shall:

(a) For school districts, specify (i) the qualified distance education courses which were received by students in the membership of the district in the then-current school fiscal year and which were not taught by a teacher employed by the school district and (ii) for each such course (A) the number of students in the membership of the district who received the course, (B) the educational entity employing the teacher, and (C) whether the course was a two-way interactive video distance education course; and

(b) For school districts and educational service units, specify (i) the qualified distance education courses which were received by students in the membership of another educational entity in the then-current school fiscal year and which were taught by a teacher employed by the school district or educational service unit, (ii) for each such course for school districts, the number of students in the membership of the district who received the course, and (iii) for each such course (A) the other educational entities in which students received the course and how many students received the course at such educational entities, (B) any school district that is sparse or very sparse as such terms are defined in section 79-1003 that had at least one student in the membership who received the course, and (C) whether the course was a two-way interactive video distance education course.

(3) On or before September 1 of each year through calendar year ~~2020~~ 2015, the department shall certify the incentives for each school district and educational service unit which shall be paid on or before October 1 of such year. The incentives for each district shall be calculated as follows:

(a) Each district shall receive distance education units for each qualified distance education course as follows:

(i) One distance education unit for each qualified distance education course received as reported pursuant to subdivision (2)(a) of this section if the course was a two-way interactive video distance education course;

(ii) One distance education unit for each qualified distance education course sent as reported pursuant to subdivision (2)(b) of this section if the course was not received by at least one student who was in the membership of another school district which was sparse or very sparse;

(iii) One distance education unit for each qualified distance education course sent as reported pursuant to subdivision (2)(b) of this section if the course was received by at least one student who was in the membership of another school district which was sparse or very sparse, but the course was not a two-way interactive video distance education course; and

(iv) Two distance education units for each qualified distance education course sent as reported pursuant to subdivision (2)(b) of this section if the course was received by at least one student who was in the membership of another school district which was sparse or very sparse and the course was a

two-way interactive video distance education course;

(b) The difference of the amount available for distribution in the Education Innovation Fund on the August 1 when the applications were due minus any amount to be paid to school districts pursuant to section 79-1336 shall be divided by the number of distance education units to determine the incentive per distance education unit, except that the incentive per distance education unit shall not equal an amount greater than one thousand dollars; and

(c) The incentives for each school district shall equal the number of distance education units calculated for the school district multiplied by the incentive per distance education unit.

(4) If there are additional funds available for distribution after equipment reimbursements pursuant to section 79-1336 and incentives calculated pursuant to subsections (1) through (3) of this section, school districts and educational service units may qualify for additional incentives for elementary distance education courses. Such incentives shall be calculated for sending and receiving school districts and educational service units as follows:

(a) The per-hour incentives shall equal the funds available for distribution after equipment reimbursements pursuant to section 79-1336 and incentives calculated pursuant to subsections (1) through (3) of this section divided by the sum of the hours of elementary distance education courses sent or received for each school district and educational service unit submitting an application, except that the per-hour incentives shall not be greater than ten dollars; and

(b) The elementary distance education incentives for each school district and educational service unit shall equal the per-hour incentive multiplied by the hours of elementary distance education courses sent or received by the school district or educational service unit.

(5) The department may verify any or all application information using annual curriculum reports and may request such verification from the council.

(6) On or before October 1 of each year through calendar year ~~2020~~ 2015, a school district or educational service unit may appeal the denial of incentives for any course by the department to the State Board of Education. The board shall allow a representative of the school district or educational service unit an opportunity to present information concerning the appeal to the board at the November board meeting. If the board finds that the course meets the requirements of this section, the department shall pay the district from the Education Innovation Fund as soon as practical in an amount for which the district or educational service unit should have qualified based on the incentive per distance education unit used in the original certification of incentives pursuant to this section.

(7) The State Board of Education shall adopt and promulgate rules and regulations to carry out this section.

Sec. 26. Section 85-1412, Reissue Revised Statutes of Nebraska, is amended to read:

85-1412 The commission shall have the following additional powers and duties:

(1) Conduct surveys and studies as may be necessary to undertake the coordination function of the commission pursuant to section 85-1403 and request information from governing boards and appropriate administrators of public institutions and other governmental agencies for research projects. All public institutions and governmental agencies receiving state funds shall comply with reasonable requests for information under this subdivision. Public institutions may comply with such requests pursuant to section 85-1417;

(2) Recommend to the Legislature and the Governor legislation it deems necessary or appropriate to improve postsecondary education in Nebraska and any other legislation it deems appropriate to change the role and mission provisions in sections 85-917 to 85-966.01. The recommendations submitted to the Legislature shall be submitted electronically;

(3) Establish any advisory committees as may be necessary to undertake the coordination function of the commission pursuant to section 85-1403 or to solicit input from affected parties such as students, faculty, governing boards, administrators of the public institutions, administrators of the private nonprofit institutions of postsecondary education and proprietary institutions in the state, and community and business leaders regarding the coordination function of the commission;

(4) Participate in or designate an employee or employees to participate in any committee which may be created to prepare a coordinated plan for the delivery of educational programs and services in Nebraska through the telecommunications system;

(5) Seek a close liaison with the State Board of Education and the State Department of Education in recognition of the need for close coordination of activities between elementary and secondary education and postsecondary education;

(6) Administer the Integrated Postsecondary Education Data System or other information system or systems to provide the commission with timely, comprehensive, and meaningful information pertinent to the exercise of its duties. The information system shall be designed to provide comparable data on each public institution. The commission shall also administer the uniform information system prescribed in sections 85-1421 to 85-1427 known as the Nebraska Educational Data System. Public institutions shall supply the appropriate data for the information system or systems required by the commission;

(7) Administer (a) the Access College Early Scholarship Program Act, (b)

the Community College Aid Act, (c) the Nebraska Community College Student Performance and Occupational Education Grant Fund under the direction of the Nebraska Community College Student Performance and Occupational Education Grant Committee, (d) the Nebraska Opportunity Grant Act, ~~and~~ (e) the Postsecondary Institution Act, and (f) the community college gap assistance program and the Community College Gap Assistance Program Fund;

(8) Accept and administer loans, grants, and programs from the federal or state government and from other sources, public and private, for carrying out any of its functions, including the administration of privately endowed scholarship programs. Such loans and grants shall not be expended for any other purposes than those for which the loans and grants were provided. The commission shall determine eligibility for such loans, grants, and programs, and such loans and grants shall not be expended unless approved by the Governor;

(9) On or before December 1 of each even-numbered year, submit to the Legislature and the Governor a report of its objectives and activities and any new private colleges in Nebraska and the implementation of any recommendations of the commission for the preceding two calendar years. The report submitted to the Legislature shall be submitted electronically;

(10) Provide staff support for interstate compacts on postsecondary education; and

(11) Request inclusion of the commission in any existing grant review process and information system.

Sec. 27. Sections 27 to 37 of this act shall be known and may be cited as the Community College Gap Assistance Program Act.

Sec. 28. For purposes of the Community College Gap Assistance Program Act:

(1) Committee means the Nebraska Community College Student Performance and Occupational Education Grant Committee;

(2) Community college gap assistance program means the program created pursuant to section 29 of this act;

(3) Eligible program means a program offered by a community college that is not offered for credit but is aligned with training programs with stackable credentials that lead to a program awarding college credit, an associate's degree, a diploma, or a certificate in an in-demand occupation, has a duration of not less than sixteen contact hours in length, and does any of the following:

- (a) Offers a state, national, or locally recognized certificate;
- (b) Offers preparation for a professional examination or licensure;
- (c) Provides endorsement for an existing credential or license;
- (d) Represents recognized skill standards defined by an industrial sector;

or

(e) Offers a similar credential or training; and

(4) In-demand occupation means:

- (a) Financial services;
- (b) Transportation, warehousing, and distribution logistics;
- (c) Precision metals manufacturing;
- (d) Biosciences;
- (e) Renewable energy;
- (f) Agriculture and food processing;
- (g) Business management and administrative services;
- (h) Software and computer services;
- (i) Research, development, and engineering services;
- (j) Health services;
- (k) Hospitality and tourism; and
- (l) Any other industry designated as an in-demand occupation by the committee.

Sec. 29. (1) The community college gap assistance program is created. The program shall be under the direction of the committee and shall be administered by the Coordinating Commission for Postsecondary Education. The purpose of the community college gap assistance program is to provide funding to community colleges to award community college gap assistance to students in eligible programs.

(2) To be eligible for community college gap assistance under the community college gap assistance program, an applicant:

(a) Shall have a family income which is at or below two hundred fifty percent of Office of Management and Budget income poverty guidelines; and

(b) Shall be a resident of Nebraska as provided in section 85-502.

(3) Eligibility for such tuition assistance shall not be construed to guarantee enrollment in any eligible program.

Sec. 30. Application for community college gap assistance under the community college gap assistance program shall be made to the community college in which the applicant is enrolled or intends to enroll. An application shall be valid for six months from the date of signature on the application. The applicant shall provide documentation of all sources of income. An applicant shall not receive community college gap assistance for more than one eligible program.

Sec. 31. (1) An applicant for community college gap assistance under the community college gap assistance program shall demonstrate capacity to achieve the following outcomes:

(a) The ability to be accepted to and complete an eligible program;

(b) The ability to be accepted into and complete a postsecondary certificate, diploma, or degree program for credit;

- (c) The ability to obtain full-time employment; and
- (d) The ability to maintain full-time employment over time.

(2) The committee may grant community college gap assistance under the community college gap assistance program to an applicant in any amount up to the full amount of eligible costs.

(3) The committee shall deny an application when the community college receiving the application determines that funding for an applicant's participation in an eligible program is available from any other public or private funding source.

Sec. 32. The eligible costs for which the committee may award community college gap assistance under the community college gap assistance program include, but are not limited to:

- (1) Tuition;
- (2) Direct training costs;
- (3) Required books and equipment; and
- (4) Fees, including, but not limited to, fees for industry testing services and background check services.

Sec. 33. An applicant for community college gap assistance under the community college gap assistance program shall complete an initial assessment administered by the community college receiving the application to determine the applicant's readiness to complete an eligible program. The initial assessment shall include any assessments required by the eligible program.

Sec. 34. (1) A recipient of community college gap assistance under the community college gap assistance program shall:

- (a) Maintain regular contact with faculty of the eligible program to document the applicant's progress in the program;
- (b) Sign any necessary releases to provide relevant information to community college faculty or case managers, if applicable;
- (c) Discuss with faculty of the eligible program any issues that may affect the recipient's ability to complete the eligible program and obtain and maintain employment;
- (d) Attend all required courses regularly; and
- (e) Meet with faculty of the eligible program to develop a job-search plan.

(2) A community college may terminate community college gap assistance under the community college gap assistance program for a recipient who fails to meet the requirements of this section.

Sec. 35. (1) The Community College Gap Assistance Program Fund is created. The fund shall be under the direction of the committee and shall be administered by the Coordinating Commission for Postsecondary Education. The fund shall consist of money received pursuant to section 9-812, any other money received by the state in the form of grants or gifts from nonfederal sources, such other amounts as may be transferred or otherwise accrue to the fund, and any investment income earned on the fund. The fund shall be used to provide aid or grants to the community colleges pursuant to the Community College Gap Assistance Program Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(2) The total of community college gap assistance awarded from the Community College Gap Assistance Program Fund during any fiscal year shall not exceed one million five hundred thousand dollars.

- (3) Money in the fund may also be used by the committee:
 - (a) To establish application and funding procedures; and
 - (b) To assist community colleges in defraying the costs of direct staff support services, including, but not limited to, marketing, outreach, applications, interviews, and assessments as follows: (i) Up to twenty percent of any amount allocated for such purposes to the two smallest community colleges; (ii) up to ten percent of any such amount to the two largest community colleges; and (iii) up to fifteen percent of any such amount to the remaining two community colleges. For purposes of this subsection, community college size shall be determined based on the most recent three-year rolling average full-time equivalent enrollment.

Sec. 36. (1) The committee shall develop a common applicant tracking system for the community college gap assistance program that shall be implemented consistently by each participating community college.

(2) The committee shall coordinate statewide oversight, evaluation, and reporting efforts for the community college gap assistance program.

(3) The committee shall meet at least quarterly to evaluate and monitor the performance of the community college gap assistance program to determine if performance measures are being met and shall take necessary steps to correct any deficiencies. Performance measures include, but are not limited to, eligible program completion rates, job attainment rates, and continuing education rates.

Sec. 37. The Coordinating Commission for Postsecondary Education may adopt and promulgate rules and regulations to carry out the Community College Gap Assistance Program Act.

Sec. 38. Section 85-1920, Reissue Revised Statutes of Nebraska, is amended to read:

85-1920 The Nebraska Opportunity Grant Fund is created. Money in the fund shall include amounts transferred from the State Lottery Operation Trust Fund pursuant to section 9-812 until June 30, 2016, or the Nebraska Education Improvement Fund pursuant to section 9-812 until June 30, 2021. All amounts accruing to the Nebraska Opportunity Grant Fund shall be used to carry out the

Nebraska Opportunity Grant Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

The Nebraska Opportunity Grant Fund terminates on June 30, ~~2021~~ 2016. Any money in the fund on such date shall be transferred to the Nebraska Education Improvement Fund on such date.

Sec. 39. The Education Committee of the Legislature shall conduct a study of postsecondary education affordability in Nebraska and alternatives for supporting students and families with the cost. The committee shall electronically report its recommendations to the Clerk of the Legislature on or before December 31, 2015.

Sec. 40. Original sections 79-8,134, 79-8,137, 79-8,137.01, 79-8,137.02, 79-8,137.03, 79-8,137.04, 79-8,137.05, 79-1001, 79-1003, 79-1007.11, 79-1017.01, 79-1337, 85-1412, and 85-1920, Reissue Revised Statutes of Nebraska, and section 9-812, Revised Statutes Cumulative Supplement, 2014, are repealed.

Sec. 41. The following section is outright repealed: Section 79-2306, Reissue Revised Statutes of Nebraska.



NEBRASKA

DEPARTMENT OF EDUCATION

FISCAL IMPACT STATEMENT

Agency: Nebraska Department of Education
 Prepared by: Bryce Wilson
 Date Prepared: 11/4/19
 Phone: 471-4320
 Title: 92
 Chapter: 91
 Name: Regulations Governing Driver Qualifications and Operational Procedures For Pupil Transportation Vehicles
 Statement Status: Hearing Draft

Type of Fiscal Impact:

	State Agency	Political Subdivision	Regulated Public
No Fiscal Impact			X
Increase Costs	X		
Decrease Costs		X	
Increased Revenue			
Decreased Revenue			
Indeterminable			

Description of Impact:

State Agency: \$650 for rule publication.

Political Subdivision: There will be a decrease for political subdivisions as the current rule requires activity only drivers of small vehicles to meet all the same requirements as other drivers. This is a change implemented by Rule 91 when it went into effect July 1, 2019. Previously activity only drivers of small vehicles were not required to have the physicals or the level training required for other drivers.

Regulated Public: No change.

NOV 15 2019

TITLE 92 - NEBRASKA DEPARTMENT OF EDUCATION
CHAPTER 91 - REGULATIONS GOVERNING DRIVER QUALIFICATIONS &
OPERATIONAL PROCEDURES FOR PUPIL TRANSPORTATION
VEHICLES

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TITLE 92 - NEBRASKA DEPARTMENT OF EDUCATION
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001 General Information

001.01 Statutory Authority. This Chapter is adopted pursuant to Sections 79-318(12), and 79-607 of the Revised Statutes of Nebraska (R.R.S.).

001.02 Scope and Application. This Chapter governs the qualifications and requirements for drivers of pupil transportation vehicles in public and non-public schools, along with operational procedures for pupil transportation vehicles.

001.02A This regulation is not intended to include: (i) legally licensed operators of vehicles which operate under the jurisdiction of the United States Department of Transportation, State Patrol Motor Carrier Enforcement Division of Motor Carrier Services or Nebraska Public Service Commission when used for activity trips as described in subsection 002.02 of this Chapter; (ii) private motor vehicles used exclusively to carry members of the vehicle owner's household; (iii) small vehicles used for activity purposes only except as stated in subsection 003.01A; or (iv) the operation of small vehicles in emergency situations when approved by the school administrator or person designated by the local governing school board.

001.03 Related Regulations. An additional regulation promulgated by the Nebraska Department of Education is Chapter 92, *Regulations Governing the Minimum Equipment Standards & Safety Inspection Criteria for Pupil Transportation Vehicles*.

001.04 Penalty Provisions. Section 79-607 of the Revised Statutes of Nebraska (R.R.S.) provides that violations of traffic rules or regulations which relate to school bus transportation may result in a person being guilty of a Class V misdemeanor.

001.05 Effective date and Implementation Date. Regardless of the effective date of this Chapter, the implementation (operative) date will be either January 1, 2019 or the effective date of this Chapter, whichever is later. Prior to that date, the provisions of 92 NAC 91 effective September 26, 2012 shall remain in effect.

002 Definitions

002.01 Activity Bus means a motor vehicle with motive power, except a trailer, designed or modified by the manufacturer, distributor or dealer for carrying eleven (11) or more passengers, excluding the driver, which at any time would be used to carry school children and school personnel exclusively on a school activity trip from a given location to a second location without stopping to load or unload children or control traffic on public highways, provided that such transportation service is sponsored and approved by the local school governing board. This includes Multi-Function School Activity Bus as defined in 49 CFR 571.3 and does not preclude the use of a school bus as an activity bus.

002.02 Activity Trip means the transportation of children, pupils, and school personnel to and from a given location to a second or subsequent location or locations without stopping to load or unload the passengers on the public highways for the purpose of transporting the passengers to any activity or event sanctioned, authorized or sponsored by the school district or the local school's governing board.

002.03 "Behind the Wheel" Training and Pre-Service Evaluation means an orientation prescribed by the Commissioner of Education and conducted by any driver holding a current school bus permit or who is qualified to drive a pupil transportation vehicle.

002.04 Motor Coach Bus means a vehicle not designed primarily for the transportation of school children to and from school and school related activities, but as a commercial motor vehicle as a part of the operation of a common or contract carrier, as those terms are defined in Section 75-302 R.R.S., with a Gross Vehicle Weight of greater than 33,000 lbs., with a semi-monocoque/monocoque unitized body construction and which has high back seats, under-the-floor storage, and is designed to seat at least 32 passengers. For purposes of this Section, monocoque means a design where the skin or shell of the vehicle acts as a single unit with the supporting frame and semi-monocoque means a design where the skin or shell of the vehicle acts, to some extent, as a single unit with the supporting frame. Such buses are also commonly known as "over-the-road coaches."

002.05 Level I Instructional Course means a minimum of an eleven (11) hour, instructional program for individuals who will be operating school buses and a minimum of three (3) hour instructional program for drivers of small vehicles on routes, prescribed by the Commissioner of Education, conducted by an instructor approved by the Commissioner. The course is valid for five (5) years.

002.06 Level I Waiver Examination means an examination approved by the Commissioner of Education that may be taken prior to attending the Level I Instructional Course for which a passing score on the waiver examination temporarily fulfills the Level I requirement for an individual to drive a pupil transportation vehicle for the first time. Sixty (60) days after being issued, the waiver expires.

002.07 Level II Instructional Course means a minimum of a three (3) hour instructional program, that is prescribed by the Commissioner of Education, conducted by an instructor approved by the Commissioner and is valid for five (5) years.

002.08 Level II Waiver Examination means an examination approved by the Commissioner of Education that may be taken prior to attending the Level II Instructional Course for which a passing score on the waiver examination temporarily fulfills the Level II requirement for an individual to drive a pupil transportation vehicle. The applicant must complete the entire Level II Instructional Course within sixty (60) days of passing the Level II Waiver Examination.

002.09 Students means school students, pupils and children and will be used interchangeably throughout this Chapter.

002.10 School Bus means a motor vehicle with motive power, except a trailer, designed or modified by the manufacturer, distributor or dealer for carrying eleven (11) or more passengers, excluding the driver, meeting or exceeding Nebraska Pupil Vehicle Minimum Standards (92 NAC 92); which at any time is used to carry school children and school personnel exclusively that is sponsored and approved by the local school governing board. School bus includes an Activity Bus (as defined in this Chapter) and a Multi-Function School Activity Bus (MFSAB) as defined in 49 CFR 571.3 except where otherwise provided in 92 NAC 92. Vehicles that only carry school children along with other passengers as a part of the operation of a common carrier under the jurisdiction of the United States Department of Transportation, Nebraska Public Services Commission, Nebraska State Patrol Carrier Enforcement, or the Nebraska Department of Motor Vehicles Division of Motor Carrier Services are not included with the definition of school bus.

002.11 Small Vehicle means a motor vehicle with motive power, except a trailer, designed or modified by the manufacturer, distributor or dealer for carrying ten (10) or fewer passengers, excluding the driver, meeting or exceeding Nebraska Department of Education minimum standards for small vehicles which at any time would be used to carry students exclusively that is sponsored and approved by the local school governing board. If the seating capacity of the vehicle has been reduced to meet the definition of a small vehicle, the manufacturer, distributor, or dealer shall recertify the vehicle if required by 49 CFR 567.7. The capacity of the vehicle shall be posted inside the vehicle in a conspicuous location. The preceding definition is not intended to include private motor vehicles used exclusively to carry members of the owner's household.

002.11A Vehicles that have an original manufacturer's vehicle type classification label under 49 CFR 567.4 of "bus" and that have an original manufacturer's designated seating capacity of 15 persons maximum (e.g. 15-passenger vans) shall not qualify as a small vehicle.

002.12 Pupil Transportation Vehicle means any vehicle utilized to carry school children as sponsored and approved by the local school governing board and conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed in this Chapter.

002.13 Pupil Transportation Vehicle Driver means a driver of any pupil transportation vehicle, utilized to transport school children.

002.14 Route means a designated course regularly traveled by a pupil transportation vehicle to pick up students from home or pickup points and take them to school or other locations related to a student's instructional program or to deliver students from school to their homes or designated drop-off points.

003 Pupil Transportation Driver Qualification Criteria

003.01 Pupil transportation vehicles used to transport one or more school children must be driven by individuals who have met the criteria as stated in this Chapter whenever such transportation service is sponsored and approved by a local school's governing board. Drivers employed by schools' independent contractors, and drivers independently contracted by a military base to transport children to school must also meet this criteria to be qualified to drive a pupil transportation vehicle.

003.01A Pupil transportation vehicle drivers of small vehicles on activity trips shall be provided instruction in emergency evacuation procedures, first aid, and other instruction applicable to the group of students being transported by their employer prior to such transportation activity.

003.01B Substitute pupil transportation vehicle drivers shall meet the same driver requirements and qualifications as a regular pupil transportation vehicle driver.

003.01B1 A pupil transportation vehicle driver shall not have the authority to assign a substitute without the prior approval of a school administrator or person designated by the local governing school board.

003.02 Requirements to be a Pupil Transportation Vehicle Driver

003.02A Drivers Eligibility. The following requirements shall be met at all times by individuals to be a pupil transportation vehicle driver:

003.02A1 The individual shall possess a valid Motor Vehicle operator's license required for the vehicle(s) that will be driven to transport students;

003.02A2 The individual shall be able to read and comprehend driving regulations and written test questions;

003.02A3 The individual shall be a minimum of 18 years of age; and

003.02A4 The individual shall be of good moral character.

003.02B Type of Vehicle Qualifications for Pupil Transportation Drivers. The following categories of pupil transportation vehicles that drivers can be qualified to drive are:

<u>Category</u>	<u>Vehicle</u>	<u>Capacity – Not Including the Driver</u>	<u>Minimum DMV License Required</u>
<u>A</u>	<u>Small Vehicle: Car or Van (Routes only)</u>	<u>1-10 passengers</u>	<u>Class O Operator's License</u>
<u>B</u>	<u>School Bus</u>	<u>Up to 14 passengers</u>	<u>Class O Operator's License</u>
<u>C</u>	<u>School Bus</u>	<u>15 or more passengers</u>	<u>Commercial Driver's License with Passenger and School Bus Endorsements</u>

003.02C Initial Training Requirements to Qualify as a Pupil Transportation Driver. When an individual has never held a school bus permit, or has never met the requirements to qualify to drive a pupil transportation vehicle, the following requirements shall be met for all pupil transportation drivers except drivers of small vehicles for activity trips only:

003.02C1 Complete "Behind the Wheel" training and pre-service evaluation that is administered by a driver with a valid school bus permit or a driver who is qualified to drive a pupil transportation vehicle and holds an equal or higher vehicle qualification. Upon completion of the evaluation, the administering driver will issue a completed Pre-Service Evaluation Form (see Appendix D) and School Transportation Maneuvers Road Test Examiner's Summary to the individual. The individual must hold a CLP Learner's Permit for commercial vehicles before attempting to complete this training and evaluation pursuant to Sections 60-4,141 through 60-4,143 R.R.S., which is required if operating a bus on a public roadway.

003.02C2 Successfully complete a Level I Instructional Course by receiving at least the minimum score on the Level I Instructional Course Exam.

003.02C3 Pass a prescribed physical examination administered by a medical examiner who has been who has been approved by the school district, governing body or employing agency. All physical examinations are to be conducted according to the Department of Transportation Federal Motor Carrier Safety Regulation Section 391.41 (49 CFR 391.41) and a record maintained as set forth in Department of Transportation Federal Motor Carriers Safety Regulation Section 391.43 (49 CFR 391.43). This physical examination is valid for up to two (2) years from the date of exam. The individual will provide the employer with a copy of the Medical Examiner's Certificate prior to operating any pupil transportation vehicle.

003.02D Requirements for an Individual to Maintain Status as a Qualified Pupil Transportation Driver. The individual shall:

003.02D1 Meet the requirements as described in subsection 003.02C43.

003.02D2 Within five (5) years of completing a Level I Instructional Course and each subsequent five (5) year period, the driver shall complete a Level II Instructional Course. This requirement may be waived for sixty (60) days if the applicant receives at least the minimum score on the Level II waiver examination.

003.02D2a If more than five (5) years have passed since an individual has successfully completed a Level I or Level II Instructional Course, the Level I Instructional Course shall be taken again.

003.03 Responsibilities of Employers of Pupil Transportation Drivers

003.03A Each employer shall have on file a valid Medical Examiner's Certificate for each driver it employs, except drivers of small vehicles for activity trips only on-file. If the Medical Examiner's Certificate is valid for less than two (2) years, the employer shall require an updated valid Certificate prior to the expiration of the previous Certificate.

003.03B When the employer becomes aware that a driver's Medical Examiner's Certificate is no longer valid, the employer will remove the driver from duties as a pupil transportation driver until a valid Medical Examiner's Certificate has been provided.

003.03C The employer shall annually obtain from the Nebraska Department of Motor Vehicles the driving record for every pupil transportation vehicle driver, and apply the satisfactory driving criteria, as determined by the local school governing board policy, before a pupil transportation vehicle driver may drive a pupil transportation vehicle.

003.03D The employer shall obtain a criminal history record that includes information from the Nebraska State Patrol for all individuals that are to be employed as pupil transportation vehicle drivers and keep a copy of that record on file.

003.03D1 Each individual's criminal history record shall be updated during the calendar year that coincides with the expiration of the individual's motor vehicle operator's license.

003.03D2 The employer is not required to obtain a criminal history record for drivers who are also certificated Nebraska school administrators or teachers.

003.03E Employers shall annually provide a minimum of two (2) hours of in-service training for all pupil transportation vehicle drivers that, at a minimum, include emergency evacuations, loading/unloading, student management, vehicle inspections and the school's Safe Pupil Transportation Plan.

004 Operational Procedures

004.01 Pre-trip Vehicle Inspections. Designated pupil transportation personnel or designated personnel of the employer shall perform a pre-trip inspection prior to placing the vehicle in service and shall promptly report in writing to the school administrator or person designated by the local school governing board any defects or deficiencies discovered that may affect the operational safety of the vehicle or result in its mechanical breakdown. The pre-trip inspection procedures require the conducting of both stationary and operating inspections. The inspection shall be conducted according to the procedures in Appendix C.

004.01A For purposes of this Section, a "trip" means the transportation from one predetermined destination to another with students on board. A new trip occurs whenever an hour or more expires before the next trip.

004.02 Post-Trip Check. Pupil transportation vehicle drivers shall conduct an interior walk-through inspection for students who may remain on a school bus, and a visual inspection for students that may remain in a small vehicle, at the end of each route or activity trip.

004.03 Safe Stops for Loading and Unloading Children. No school bus shall stop to load or unload pupils unless there is at least four hundred (400) feet of clear vision in each direction of travel (Section 60-6,175(3) R.R.S.).

004.03A When a school bus is (a) parked in a designated school bus loading area which is out of the flow of traffic and which is adjacent to a school site or (b) parked on a roadway which possesses more than one lane of traffic flowing in the same direction and which is adjacent to a school site, the bus driver shall engage only the hazard warning flasher lights when receiving or discharging pupils if a

school bus loading area warning sign is displayed. Such signs shall not be directly attached to any school bus but shall be free standing and placed at the rear of a parked school bus or line of parked school buses. No school district shall utilize a school bus loading area warning sign unless such sign complies with the requirements of Section 60-6,176 R.R.S..

004.03B The following procedure shall be followed by the pupil transportation vehicle driver when controlling traffic with a school bus during the process of loading and unloading:

004.03B1 Use rearview mirror system to check all traffic.

004.03B2 Reduce the school bus speed with minimal brake usage and without greatly interrupting the flow of traffic.

004.03C Activate the school bus flashing yellow warning signal lights:

004.03C1 Not less than 500 feet or more than 1,000 feet from the bus stop in any area outside the corporate limits of any city or village; or

004.03C2 At least 300 feet and not more than 600 feet from the bus stop within the corporate limits of any city or village.

004.03D During the stopping process, the pupil transportation vehicle shall allow sufficient area to the right of the bus so that children and other passengers may clear the bus safely.

004.03E After the school bus has stopped, the pupil transportation vehicle driver shall:

004.03E1 Place the transmission in "Park", and if there is no "Park" shift point, place the transmission in "Neutral" and set the parking brake at each stop;

004.03E2 Check to see if traffic is able to stop, activate the alternating flashing red signal lamps, and extend stop arm;

004.03E3 Check to see if road is clear in both directions and that all traffic is stopped. When the road is clear and all traffic has stopped, open door to load and unload children and other passengers;

004.03E4 Require that when the children and other passengers have left the bus, they walk to a distance of approximately twelve (12) feet in front of the bus before crossing the roadway;

004.03E5 When children and other passengers are safely across the road, or on their way home, the pupil transportation vehicle driver shall close the door, ensure all passengers are seated, retract stop arm, turn off alternately flashing warning lights, check the traffic and proceed. All passengers shall remain seated while the bus is in motion.

004.04 Railroad Crossing Procedure. The following sequence of actions apply to all drivers of school buses, activity buses, and Multi-Function School Activity Buses (MFSAB), either loaded or unloaded, during the process of approaching and crossing railroad tracks except at any such crossing where a police officer or a traffic control flagman (railroad employee) directs traffic to proceed:

004.04A Approach the tracks with caution and decelerate the vehicle;

004.04B Activate the hazard warning flasher lights at a distance of not less than 200 feet from the nearest railroad track;

004.04C Stop the bus within 50 feet, but not less than 15 feet from the nearest rail, place the transmission in "Park, and if there is no "Park" shift point, place in "Neutral" and press down on the service brake or set the parking brakes;

004.04D Command the cooperation of passengers in an effort to provide maximum quietness;

004.04E After quietness has been achieved, open the service door and driver's window, listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train;

004.04F If no train is approaching, proceed in a gear low enough to permit crossing the tracks without having to shift gears (vehicles with automatic transmissions should put the transmission in the drive gear);

004.04F1 When two (2) or more tracks are to be crossed, do not stop unnecessarily a second time unless the rear bumper of the school bus is completely clear of the first track and has at least 15 feet clearance in front and at least 15 feet clearance from the track to the rear.

004.04G Railroad tracks shall not be crossed unless absolutely certain there would be at least 15 feet of clearance from the rear bumper of the school bus to the nearest rail should the bus need to stop after crossing the railroad tracks; and

004.04H Deactivate warning hazard lights after the bus completely crosses the railroad tracks.

004.05 Emergency Evacuation Drill Procedure. At least twice during each school year, each pupil who is transported in a school bus shall be instructed in safe riding practices and participate in emergency evacuation drills conducted by a pupil transportation vehicle driver who is qualified to operate a school bus. The emergency evacuation drill procedure will be conducted according Appendix B. The chief administrative officer or chairperson of the board of education representing a public school district or the chief administrative officer or chairperson of the governing authority representing any nonpublic school shall annually certify, a verification statement to the Department of Education that the evacuation drills required pursuant to this Section have been conducted. Such verification statement shall be sent to the Department of Education no later than June 30.

004.06 Accident Procedures and Prevention

004.06A The following procedures shall be observed by a pupil transportation vehicle driver in the case of an accident involving a pupil transportation vehicle:

004.06A1 Stop the vehicle immediately;

004.06A2 Remain at the scene of the accident and render reasonable assistance to any person injured in the accident;

004.06A3 Make certain all pupils are in a safe place away from traffic and that pupils are not permitted to leave the assigned area without permission;

004.06A4 Notify the law enforcement agency immediately and inform the school administrator and request medical assistance;

004.06A5 Obtain the names, license numbers, registration numbers, location, time, road and weather conditions that are accurately written down;

004.06A6 Set three flares or reflectors to warn traffic as follows:

004.06A6a On the traffic side of the vehicle, within ten (10) feet of the rear corner to mark the location of the vehicle.

004.06A6b On the shoulder of the road or in the lane the vehicle is stopped in, about 100 feet behind and ahead of the vehicle. (See Appendix A, Figure 1)

004.06A6c Back beyond any hill, curve, or other obstruction that prevents other drivers from seeing the vehicle within 500 feet. (See Appendix A, Figure 2)

004.06A6d If the vehicle must stop on or by a one-way, or divided highway, place flares or reflectors 10 feet, 100 feet, and 200 feet toward the approaching traffic.

004.06A7 Provisions shall be made for transporting pupils to their homes or to school as determined by local school policy.

004.06A8 The driver of any pupil transportation vehicle, which is in any manner involved in an accident within the state, in which any person is killed or injured, or in which damage to an apparent extent in excess of \$1,000.00 is sustained to the property of any one person, including such driver shall within ten (10) days report the matter in writing on prescribed forms to the Nebraska Department of Motor Vehicles.

004.06B Procedures for Other Accidents. When a pupil transportation vehicle driver approaches a scene of an accident in which the pupil transportation vehicle is not involved and no other assistance is available, the vehicle driver shall stop, put on four (4)-way flashers to warn approaching traffic and determine the necessity of being of assistance, provide reasonable assistance and thereafter immediately continue on the route schedule.

004.07 Additional Pupil Transportation Vehicle Operating Regulations

004.07A Speed Limits. The maximum pupil transportation vehicle speed limit shall be as posted or as otherwise provided by applicable laws or ordinances; however, speed should be governed by reasonable individual judgment and existing operating conditions.

004.07B Convoy Distance. A pupil transportation vehicle shall not follow another vehicle within 475 feet when traveling outside the corporate limits of a town or city. The preceding is not intended to prevent a pupil transportation vehicle from passing another motor vehicle.

004.07C Tobacco Products. Smoking and/or the use of any tobacco product in a pupil transportation vehicle shall be prohibited at all times.

004.07D Backing. The driver of a school, activity, or coach bus owned and operated by a school shall not drive backwards on the school grounds unless the rear of the bus is observed and directed by a second responsible person. The driver of any pupil transportation vehicle shall not back such vehicle on any roadway unless such movement can be made with safety and without interfering with other traffic.

004.07E Towing. Pupil transportation vehicles shall not be operated with a trailer or other vehicle attached while children are being transported.

004.07F Occupant Protection Systems. The pupil transportation vehicle driver shall be required to wear lap/shoulder belts whenever the vehicle is in motion. When occupant protection systems/lap belts are provided in the pupil transportation vehicle, passengers shall wear the occupant protection system. Children up to the age of eight (8) years of age shall use Federally-approved child passenger restraint systems as required by Section 60-6,267 R.R.S.

004.07G Hourly Driving Limitation. It shall be unlawful for any person operating a pupil transportation vehicle to be or remain on duty for a longer period than sixteen (16) consecutive hours. When any person operating a pupil transportation vehicle shall have been continuously on duty for sixteen (16) consecutive hours, he or she shall be relieved and not be permitted or required to again go on duty without having at least ten (10) consecutive hours off duty, and no such driver, who has been on duty sixteen (16) hours in the aggregate in any twenty-four (24) hour period, shall be required or permitted to continue or again go on duty without having had at least eight (8) consecutive hours off duty.

004.07G1 For purposes of this Section, "on duty" means time spent doing any of the following: driving, loading, unloading, or supervising or assisting in loading or unloading persons or property from or into vehicles, or repairing, inspecting or otherwise attending to a vehicle or its passengers.

004.07G2 When transportation of pupils is subject to the hourly driving limitation of the Federal Motor Carrier Safety Regulations (49 CFR Part 395), then such requirements shall govern.

004.07H Seating. Seating shall be provided that will permit each occupant to sit in a seat as intended by the manufacturer. Neither the manufacturer's rated seating capacity nor the manufacturer's gross vehicle weight (GVW) shall be exceeded at any time the pupil transportation vehicle is in motion. In addition, the aisle and exit and entry areas shall be clear and unobstructed while the pupil transportation vehicle is in motion. Routing and seating plans shall be coordinated so as to eliminate standees when a school vehicle is in motion. There shall be no auxiliary seating accommodations such as temporary or folding jump seats in pupil transportation vehicles. If permanent seats are removed or added to a pupil transportation vehicle, such installation shall be completed by the dealer or manufacturer.

004.07I Use of Strobe Light. The white flashing strobe light shall be used only in adverse weather conditions, when the pupil transportation vehicle is in distress or to enhance the visibility of the pupil transportation vehicle when barriers inhibit such visibility.

004.07J Use of Headlights. Pupil transportation vehicles shall operate with headlights on at all times.

004.07K Small Vehicles Used on Routes. When a small vehicle is used to transport students on a route, the driver shall pull off the road into a driveway, parking lot, or other appropriate safe location prior to loading and unloading students.

004.07L Use of Handheld Wireless Communication Device. Drivers shall not use a handheld wireless communication device to read written communication, type written communication, or send written communication while operating pupil transportation vehicles. If the use of a handheld wireless communication device, whether for written or verbal communication, is necessary, the driver shall pull the pupil transportation vehicle off the road before using this device. (This does not preclude the use of a two-way communication device required by 92 NAC 92-subsection 005.11.)

004.07M Leaving Pupil Transportation Vehicle with Passengers on Board. Unless a running engine is required to operate a power lift or ramp (see 92 NAC 92-007.07), drivers of pupil transportation vehicles shall not leave a pupil transportation vehicle when passengers are on board unless the vehicle is parked in a safe location, the engine is in the off position, the keys have been removed and in the possession of the driver.

005 Safe Pupil Transportation

005.01 Transportation of Unsafe Items. Pupil transportation vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or equipment which in any way would endanger the lives, health, or safety of the children, and other passengers and driver.

005.01A Look-a-like weapons associated with a school sponsored or approved activity may be transported with written permission of an administrator of the school district. If possible, these items should be secured and not visible or accessible to students while on the pupil transportation vehicle.

005.01B Any item or items that would break or could produce injury if tossed about the inside of pupil transportation vehicle when involved in an accident shall be secured.

005.02 Safe Pupil Transportation Plan. Each school district providing pupil transportation shall have a safe pupil transportation plan.

005.02A The Plan may be incorporated or addressed in a school's safety and security plan adopted pursuant to 92 NAC 10 or can be a separate plan. At minimum, the plan shall address:

005.02A1 Weapons.

005.02A2 Pupil behavior that is in violation of Student Conduct Standards established by Section 79-262(1) R.R.S or similar rules.

005.02A3 Terroristic threats.

005.02A4 Severe weather.

005.02A5 Hazardous materials and unattended items on or near pupil transportation vehicle.

005.02A6 Medical emergencies.

005.02A7 Driver/passenger procedures in the event of mechanical breakdowns of the vehicle.

005.02A8 Driver procedures in the event that the drop-off location is uncertain or appears unsafe to leave students.

005.02A9 Functional capacity of a pupil transportation driver and a process to confirm a driver's ability to conduct daily tasks and emergency evacuations.

005.02B Documentation under Safe Pupil Transportation Plan. Each school district providing pupil transportation shall develop a procedure that requires pupil transportation vehicle drivers to document and submit to designated school authorities the occurrence of any events covered by the Safe Pupil Transportation Plan adopted under subsection 005.02, that involved the pupil transportation vehicle operated by the driver, or any pupils transported in it.

005.03 Authorized Passengers. No one except school personnel, supervisory personnel, monitoring personnel and pupils assigned to a school bus for a particular route schedule or for an activity trip as defined in 92 NAC 91- subsection 002.02 may ride in such vehicles.

005.03A This Section shall not limit the types of passengers that may otherwise be transported in a school bus when used for other than to or from school purposes under Section 13-1208 R.R.S., Section 60-6,175(7) R.R.S., or as otherwise authorized.

APPENDIX A - PLACEMENT OF WARNING FLARES/REFLECTORS

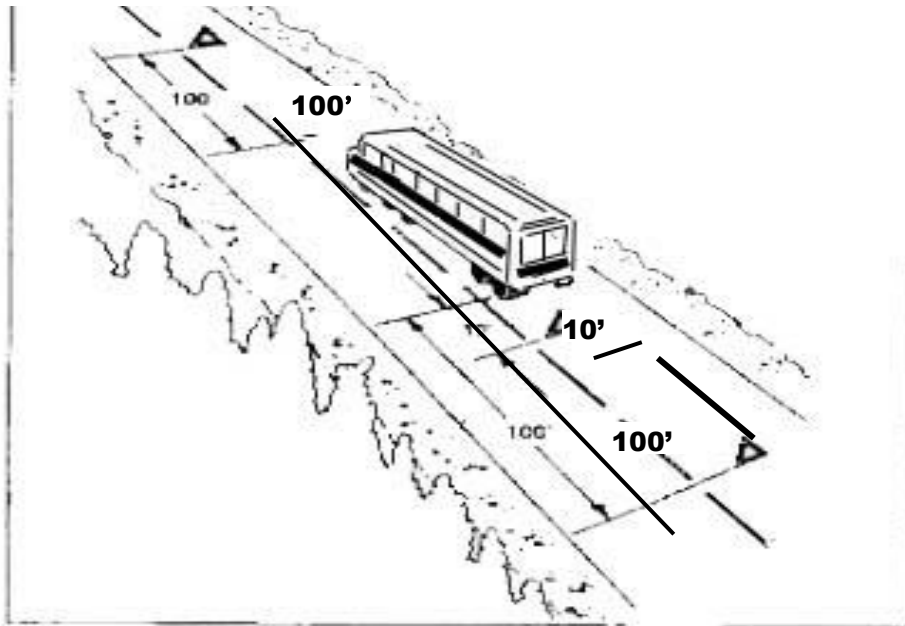


Figure 1

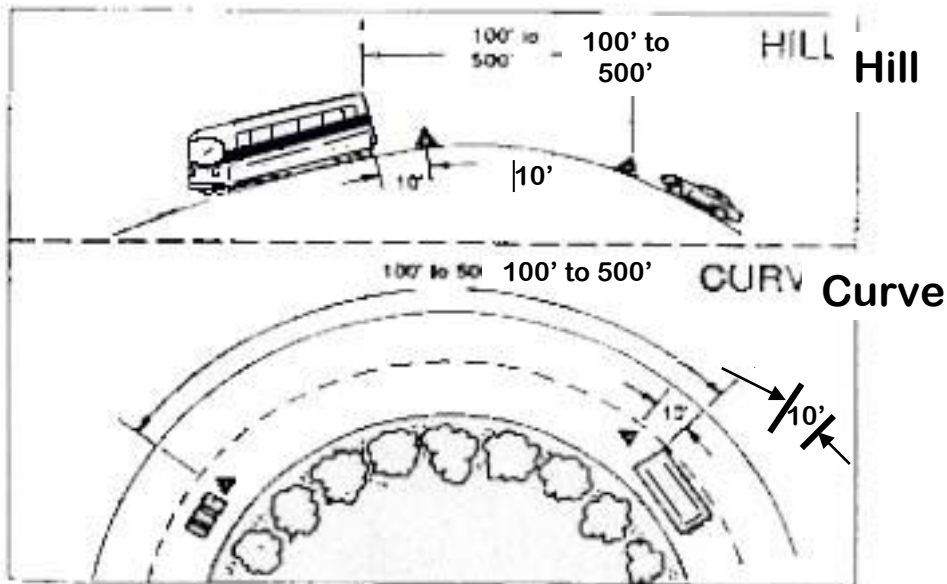


Figure 2

APPENDIX B - EMERGENCY EVACUATION DRILL PROCEDURES

In a school bus accident or emergency situation, the school bus driver must use his/her best judgment to decide what action shall be taken. The primary responsibility is pupil safety. In an emergency it may be necessary that the bus be evacuated. This procedure requires a definite plan followed by periodic practice in emergency evacuation drills.

The following procedures apply to school buses. Local policies must be developed to include instructing emergency equipment and evacuation procedures for students who ride small vehicles.

1. Reasons for Emergency Evacuation of School Buses

A. Fire or danger of fire – If any portion of a school bus is on fire, it shall be stopped and evacuated immediately. Passengers shall move to a point 100 feet or more upwind from the bus and remain there until the bus driver has determined that no danger remains. If a school bus is unable to move and is close to existing fire or highly combustible materials, the “danger of fire” shall be assumed and all passengers evacuated.

B. Unsafe Location – In the event that a school bus is stopped in an unsafe location and is unable to proceed, the driver must determine immediately if it is safer for passengers to remain on the bus or to evacuate.

C. Driver must evacuate a school bus if its final stopping position:

1. is in the path of any train, or on or closely adjacent to any railroad tracks;
2. could change and increase the danger. For example, if a bus were to come to rest near a body of water or precipice where it could slide into the water or over a cliff, it must be evacuated;
3. is such that there is danger of collision. Under normal traffic conditions, the bus should be visible for a distance of 300 feet or more. A position over a hill or around a curve where such visibility does not exist should be considered reason for evacuation.

2. Important Factors in School Bus Evacuation

A. The safety of the pupils is of utmost importance and must be given first consideration. During an evacuation, pupils should be led to a safe place at least 100 feet off the road in the direction of oncoming traffic. If there is a risk from spilled hazardous materials, lead the pupils upwind of the bus at least 300 feet.

B. Prior to evacuation, place the transmission in park (neutral), activate the hazard warning light, set the emergency brakes, turn the ignition off, and remove the ignition key.

C. The driver shall stay in the bus during evacuation to guarantee smoothness of evacuation procedures.

APPENDIX B - EMERGENCY EVACUATION DRILL PROCEDURES

- D. Evacuations shall be conducted with “deliberate speed.” A time interval of 1½ to 2 seconds per passenger has proven to be the safest and most efficient.
- E. To insure a safe exit, passengers must have their hands free. They shall leave lunch boxes, books, and other personal belongings on the bus.
- F. Passengers selected and trained in advance shall be assigned to serve as:
 - 1. Leaders - will lead passengers to safety from each door utilized for evacuation. (Passengers shall be directed to a safe point at least 100 feet from the bus and remain there until given further directions.)
 - 2. Helpers - two pupils shall be stationed to aid passengers as they leave the bus through the rear emergency exit.

3. Common Types of School Bus Emergency Evacuation

- A. Evacuations utilizing the front or service door shall be conducted using the same techniques as a routine unloading. The driver will choose whether to evacuate the bus one side at a time or on a staggered seat basis.
- B. Evacuations utilizing only the rear exit door have some distinctive features.
 - 1. The bus driver shall walk back through the bus to the rear exit and direct the pre-assigned leader and helpers to take their positions.
 - 2. The leader will open the rear emergency door, exit, and stand clear, ready to lead exiting passengers to a safe location set by the driver.
 - 3. The helpers will exit and take their position, one on each side of the rear emergency exit to assist passengers in exiting the bus in a safe and orderly manner.
 - 4. Passengers shall remain in their seats until directed by the driver to leave the bus. The driver may choose whether to evacuate the bus one side at a time or on a staggered seat basis.
 - 5. The driver shall advise all passengers to have their hands free and coats buttoned. Each passenger shall be two steps away from the bus before the next person exits. Taller passengers would be reminded to duck their heads in order to exit safely.
- C. Evacuations utilizing roof hatches, side emergency doors, and side/rear emergency windows. Should the bus be on its side, utilize the roof hatches and side door. The side door is located on the left side, the street side, of the bus. Use caution exiting, as belongings will be tossed around and might be a hazard underfoot. Evacuation procedures are the same as if utilizing the 5 step rear door exit evacuation. Follow the instructions for opening the side/rear window emergency exits. Instructions are displayed on the door and below the window.

APPENDIX B - EMERGENCY EVACUATION DRILL PROCEDURES

- D. Evacuation of pupils with disabilities - Each bus route shall have its own written emergency evacuation plan.
- E. School Bus Pupil Representatives
1. The school bus driver is responsible for the safety of pupils. However, in an emergency a driver might be incapacitated, unable to direct evacuation. Therefore, school bus representatives (school safety patrol members or appointed pupil) should be selected, trained and prepared to direct the evacuation.
 2. School bus representatives should be: a) mature pupil – maturity is more important than age; b) good citizens – a desire to serve is most important; c) on the bus for the entire route. Choosing pupils who live near the end of the route might be helpful. They must also have written parental permission in advance.
 3. Training programs shall prepare pupils, school bus representatives to: a) turn off ignition switches; b) set emergency brakes; c) summon help when and where needed (instructions and telephone numbers shall be available on buses); d) use windows for evacuation in emergencies; e) set flags and reflectors or reflective triangles; f) open and close service and emergency exit doors; g) direct school bus evacuations; h) perform other duties as directed by the driver.
- F. School Bus Evacuation Drills
1. All pupils who are transported in a school bus shall be given an opportunity to participate in evacuation drills.
 2. All pupils shall be instructed in school bus passenger safety and procedures for emergency evacuation prior to participation in evacuation drills.
 3. Drills should be held in restricted off-street areas and not on bus routes.
 4. All types of emergency evacuations should be practiced with emphasis on utilizing the rear emergency exit.
 5. Section IV, subsection C-2 of Standard 17 of the Federal Highway Safety Act of 1966 and Section 79-609(2)(a) R.R.S. states: "At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills."

APPENDIX C –PRE-TRIP INSPECTION PROCEDURES

The school bus driver must perform a pre-trip inspection of the school bus and equipment before transporting pupils. This pre-trip inspection consists of the following:

- a. Bus exterior
- b. Bus interior
- c. Operating – Road Check

The driver of a small vehicle must perform pre-trip inspection before the vehicle is used for transporting pupils.

Before starting the engine, drivers should conduct an interior and exterior walk-around, visually checking behind doors, accessible panels, under seats, undercarriage, etc., for suspicious items. If a suspicious item is found, the driver should clear the immediate area and notify authorities, as determined by the local school officials.

CARE & INSPECTION

Exterior Inspection or the “pre-trip Walk-Around”

Before conducting the pre-trip walk-around, start the engine and allow the vehicle to warm-up. Do not leave the vehicle while it is warming up. Set the parking brake and put the transmission in neutral. Then get out and inspect the vehicle thoroughly – top to bottom and end to end. Walk completely around it, alert to faulty equipment. Carry supplies to clean the lights, mirrors, signs, and windows. When the vehicle lights and signs are not visible because of dirt, other motorists can come to close to the vehicle before reacting. If the headlights, mirrors, or windows are dirty, reaction time is reduced due to poor visibility.

Listed below is each piece of equipment to be inspected for proper working order and warnings, which point to potential problems.

[Pre-trip inspection for small vehicles consists of inspecting the items below which have been indicated by an asterick (*).]

- **Lights*** – Check all lights applicable to the vehicle: back-up lights, brake lights, directional signals, hazard flashers, headlights, lighted school bus sign, reflectors, running lights, stop arm lights, taillights, and warning lights. Any lights or reflectors exhibiting such problems as inconsistent flashing, cracks, or other damage, should be reported in writing and repaired.
- **Mirror*** – Mirrors should be aimed and tightly adjusted. Make certain you have a safe view.

APPENDIX C –PRE-TRIP INSPECTION PROCEDURES

- **Windows*** – All windows, especially the windshield and rear window, should be clear of dirt, ice, road film, and snow that can cause glare or impair visibility. Do not clear just a “peephole.” Inspect windows for cracks and report any problems to the administration.
- **Emergency Rear Door** – Check to see that it opens easily from the outside. The emergency door-warning buzzer should sound when the door is opened and the ignition key is on. This door must always be ready for emergencies, yet tightly sealed when closed to prevent possible entrance of carbon monoxide fumes.
- **Exhaust System*** – Carbon monoxide poisoning occurs the most frequently when a vehicle is standing still or is in an enclosed space with the engine running. Look for visible exhaust and listen for excessive noise and vibration. Check for leaks in the exhaust system and holes in the body of the vehicle. Leaks should immediately be reported and repaired. The exhaust system should also be checked for sagging tailpipes (exhaust pipes) and mufflers.
- **Fluid Leaks*** – Examine inner wheels and tires and the area under the vehicle for wetness. Leaks can be engine oil, coolant, fuel, rear axle fluid, or grease, as well as brakes, clutch, or transmission fluid. Leaks should immediately be reported and repaired.
- **Tires*** – Check the tires and see to if they are under inflated, flat, excessively worn or damaged. Don't drive the vehicle unless the tires are in good shape. One flat rear tire can place a dangerous weight on the companion tire of a dual set.
- **Wheels*** – Look for loose or missing nuts, excessive corrosion, cracks or other damage. Don't drive with a damaged wheel or with loose wheel nuts.
- **Under the Hood*** – Before starting the engine for the daily walk-around, you should check the coolant and/or antifreeze and oil to make sure they are at the proper level. Also, look for cracked, loose, or worn drive belts, hoses, and hose clamps.

Interior Inspection

After the exterior inspection is complete, the vehicle should be checked thoroughly on the inside. All driver's instruments and controls must be functioning properly. All of the following items should be checked before operating the vehicle

- **Lights*** – Check the panel light and the interior dome lights. They should be clean and work properly.
- **Mirrors*** – They should be adjusted, aimed and cleaned so your visibility is unobstructed.

APPENDIX C –PRE-TRIP INSPECTION PROCEDURES

- **Windows*** – These should be cleaned from the inside as well as the outside, for total visibility, especially the windshield and rear window. Check for cracks in the windows and report any problems to the administration.
- **Defroster, Fan and Heater*** – The vents should be unobstructed; i.e., do not cover them with coats, books, papers, etc., to insure that air moves through properly.
- **Driver’s Seat and Seat Belts*** – These should be adjusted so that the driver’s feet reach the pedals, the doors, mirrors, and windows are in comfortable viewing distance, and the steering wheel is easily grasped without stretching or reaching. Seat belts for all passengers (including the driver) shall be in working order.
- **Emergency Door and Buzzer** – The door should be tightly sealed from the inside, but ready for emergency use. The buzzer should sound when the door is opened.
- **Emergency Equipment*** – All emergency equipment should be easily accessible, yet out of the pupil’s reach. Emergency equipment consists of the first aid kit, fire extinguisher, and reflectors. The fire extinguisher should be undamaged and properly stored. Replace cracked or broken hoses, keep nozzles unobstructed and make sure locking pins and sealing wires are in place. Periodically, shake the fire extinguisher to loosen the powder.
- **Horn*** – It should sound clearly without the horn or horn button sticking.
- **Stop Arm Control and Service Door Control** – Check to see that the controls coordinate with the actions of the stop arm and door. If there is a problem, it should be reported and repaired.

*The windshield wipers and washers, the steering wheel, and neutral safety switch should also be checked to make sure they are in proper working order.

The following equipment of the Interior Inspection should be checked with the engine running:

- **Air Pressure or Vacuum Gauge** – This gauge indicates the proper capacity of pressure to operate the brakes. Do not operate the vehicle until the pressure reaches the proper capacity. Loss of pressure indicates a leak in the system.
- **Voltmeter Gauge**– The voltmeter gauge indicates the voltage of the electrical charging system. This meter should show about 14 volts with the engine running. If it shows a higher or lower voltage, the vehicle should be checked.
- **Brake Pedal and Warning Light** – If the light comes on during a hard brake application, in a vehicle equipped with a dual brake system, it indicates that at least one of the brake systems is not working properly.

APPENDIX C –PRE-TRIP INSPECTION PROCEDURES

- **Fuel Gauge*** – It should indicate a safe margin of fuel for operating, never less than $\frac{1}{4}$ full.
- **Oil Pressure Gauge*** – The oil pressure gauge indicates the proper oil pressure. If it does not, the engine should be turned off. Learn what the proper oil pressure is for the vehicle.
- **Water Temperature Gauge*** – The water temperature gauge indicates the temperature of the coolant in the engine. It should read COOL or WARM. If it reads HOT, the engine should immediately be turned off and the problem reported.

Be sure to check the passenger compartment; inspecting seats and windows, making sure there are no potential missiles (such as lunch boxes, toys, or school books) laying on the seats or floor.

Operating - Road Check

The operating inspection is performed while the vehicle is being driven. A road check, both before and after loading the pupils, allows the driver to evaluate the working condition of that equipment which can only be inspected while the vehicle is in motion.

A driver should be constantly aware of the weight and motion of the passengers and how the vehicle is affected (as in pick-up characteristics, the tendency to drift, how the vehicle handles on curves, etc.) by always monitoring how the engine performs under load. The operating inspection consists of checking the following:

- **Brakes *** – Do not wait until the vehicle is on the road to test the brakes. They can be tested in the yard at the bus garage. Moving at a low speed, come to a complete stop. The vehicle should stop in a straight line without pulling to one side, skidding, or swerving. The brakes should not grab, lock, or make excessive noise such as squeaking or squealing. The brake pedal should not feel grabby, over sensitive, or spongy. When the brakes are not in use, watch for dragging which causes the vehicle to pull to one side.
- **Clutch** (if applicable) – When changing gears, the driver should control the speed of the engine so the shift can be completed easily and smoothly without jerking or slipping. Careless shifting wears out the clutch and reduces its service life. When the shift is completed, remove foot from the clutch-do not “ride” the clutch. When the pedal is released, the clutch should have some “free play.” Watch for dragging, grabbing, or lack of free play on the pedal. Listen for unusual sounds. If you smell an odor like burning rubber, the vehicle should immediately be stopped.

APPENDIX C –PRE-TRIP INSPECTION PROCEDURES

- **Emergency Parking Brake** – To test both air and mechanical brakes with a manual transmission, slowly engage the clutch while the parking brake is on. If the vehicle moves easily, the parking brake is not holding and should immediately be reported. With air brake systems, the parking brake will remain applied if there is partial or complete air loss in the service brakes. Release the parking brake when the vehicle is in motion. Driving with the parking brake on is a frequent cause of failure of the emergency brake.
- **Engine*** – Do not race the engine when it is cold. Increase the engine's speed slowly so that all the parts can be lubricated. Do not exceed the maximum rpm. Listen for unusual sounds such as backfire, light tapping, occasional misfire, piston slap, rapid hammering, or whistling. Be alert to slow engine warm-up, lack or normal response, vibrations of the chassis, or failure of warm engine to start.
- **Steering*** – The steering should be easy to handle, precise, responsive, and steady in turns and over rough roads. Power steering should be exceptionally quiet. The steering should not have excessive "play," jerking, "kickback" or rattles.
- **Suspension*** – Improper suspension can cause "bottoming," excessive bounce, swaying and weaving on curves or rough roads, or one end of the vehicle to sag. Check for broken springs or faulty shock absorbers.
- **Transmission*** – With the transmission in a moving gear, the vehicle should move smoothly in response to depressing the accelerator. An automatic or manual transmission should slip into gear and have easy and smooth gear changes throughout the shifting range. Do not exceed the manufacturer's recommended speed for each specific gear (rpm). Exceeding speed recommendations could damage the transmission or reduce its service life. Any metallic or unusual sounds or shifting difficulty should be reported immediately.

Continue to check all equipment throughout the day being alert to warning signs which will indicate potential problems. Be aware that the condition of the vehicle changes during the day.

At the end of the operating period check the passenger compartment for remaining passengers, lost articles such as books, lunch boxes, clothing, or toys. Inspect the seats for damaged upholstery and the window for cracks or breaks. Clean the vehicle, sweeping the floor, washing the seats, windows, and exterior.

APPENDIX C - PRE-TRIP VEHICLE INSPECTION PROCEDURES

This document is provided as an example of a Pre-Trip Inspection Form and can be adapted to suit the district's individual needs. Completed forms must be kept for your school records. Do not submit this form to the Nebraska Department of Education.

Pre-Trip Vehicle Inspection Form		Sign your initials at the top of each day to confirm the inspections have been completed						
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Other
Vehicle No.								
Visual Check of Vehicle Interior and Exterior for Suspicious Items.								
Under the Hood	1. Water Level							
	2. Oil Level							
	3. Belts & Hoses							
	4. Fluid Leaks							
Inside Vehicle	5. Floor Clean							
	6. Seats & Windows							
	7. Emergency Equipment							
Start Engine	8. Oil Pressure							
	9. Air/Vacuum Pressure							
	10. Fuel Level							
	11. Heaters & Defrosters							
	12. Wipers & Washer							
	13. Service Door							
	14. Low & High Beam Indicator							
	15. Left Signal Indicator							
	16. Amber Warning Lights							
	17. Emergency Exit & Buzzer							
Outside Vehicle	18. Rear Clear Lights							
	19. Amber Warning Lights							
	20. Left Turn Signal, Rear							
	21. Brake & Taillights							
	22. I.D. Lights							
	23. Exhaust System							
	24. Tires & Wheels, Rear							
Move to Front	25. Headlights, High Beam							
	26. Clear Lights							
	27. Amber Warning Lights							
	28. Left Turn Signal, Front							
	29. Front Tires & Wheels							
	30. Crossover Mirror							
	31. Both Rear View Mirrors							
Re-Enter Vehicle	32. Low Beam Indicator							
	33. Right Signal Indicator							
	34. Red Warning Lights							
Outside Vehicle	35. Right Turn Signal, Front							
	36. Red Warning Lights							
Move to Front	37. Right Turn, Signal							
	38. Red Warning Lights							
Re-Enter Vehicle	39. Service Brakes							
	40. Parking Brake							

Odometer		Mon.	Tues.	Wed.	Thurs.	Fri.	Date:						
Regular Route	Before	Am					Activity Trips	Before	Am				
	After	Pm						After	Pm				

Signature: _____

Provided by NDE

APPENDIX D Pre-Service Evaluation Form

<p>PRE-SERVICE EVALUATION FORM “Behind the Wheel” Evaluation</p>
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The “Behind the Wheel” training and pre-service evaluation is a required part of the Level I Pupil Transportation Driver Training Program. The driver candidate must be evaluated by a driver who is qualified to drive a pupil transportation vehicle. It can be conducted at the local school district. (Title 92, NAC, Chapter 91, 003.02C1).

This evaluation will provide the Level I Instructor and/or employer with valuable information as to the candidates’ skill deficiencies that may need to be addressed.

The attached evaluation form lists the individual criteria that must be successfully completed by each driver candidate. Three columns are provided for checking each criteria in the event that more than one attempt is necessary for successful performance.

Verification of the completion of the Level 1 Instructional Course can only be issued upon providing documentation of the successful completion of this pre-service evaluation.

Level I Instructor: _____

Level Class Location: _____

Level Class Ending Date: _____

**SCHOOL TRANSPORTATION MANEUVERS/ROAD TEST
EXAMINER’S SUMMARY**

School/Contractor Providing
Transportation: _____

Examiner’s Name (print) _____

Driver’s name: _____ Driver’s License # _____

Capacity of Vehicle in Test Drive: _____

Circle type of vehicle driven: (BUS) (SMALL VEHICLE)

As driving examiner, I have observed this driver to be competent in the skills required to drive a student / passenger vehicle as a requirement of the Level 1 Instructional Course.

EXAMINER’S SIGNATURE: _____ Date of Observation: _____

Upload the completed Examiner’s Summary to the Nebraska Safety Center database

APPENDIX D Pre-Service Evaluation Form

When complete, this Pre-Service Checklist is to be kept by the driving examiner or the employer of the driver.

This first page of the form should be submitted to the Level Instructor or NE Safety Center as a completion record and a requirement of Level 1 Certification.

INSTRUCTIONS:

Evaluate the performance of the driver for each item within all categories to be tested. Using the following codes, indicate the driver's performance in the appropriate column:

- P = PASS
- N/I = NEEDS IMPROVEMENT
- F = FAIL

Evaluate the items as many times as are indicated whenever possible. The PASS, NEEDS IMPROVEMENT or FAILS spaces should be left blank only if the task described does not occur during the road test.

NOTE: A = Ahead; B = Behind; R = Right; L = Left

<u>INITIAL START</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Pre-trip inspection						
Positions or checks seat and mirrors, fastens lap belt						
Checks gear position, puts in neutral or park						
Disengages clutch						
Starts engine – pushes button or turns key, releases button, uses clutch						
Warms up engine without racing						
Checks instruments						
Observes conditions – traffic						
Releases holding brake						
Signals intent to pull out						
Waits if necessary						
Engages starting gear						
Drives about 50' – stops to check brakes						
Accelerates smoothly into traffic lane						
Moves to proper following distance						

APPENDIX D Pre-Service Evaluation Form

<u>BACKING / STRAIGHT</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Stops bus in correct position to back						
Using mirrors, checks that way is clear to back						
Puts transmission in reverse						
Using mirrors, back slowly and smoothly in a straight line						
Stops at desired point without hitting markers						

<u>LEFT TURN</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Observes conditions – A, B, traffic and pedestrians						
Activates left signal, moves to left turn lane at safe distance from turn						
Re-activates left turn signal at not less than 100' from turn						
Reduces speed to safe level						
Observes conditions – A, B, L-R-L, traffic pedestrians; stops if necessary						
Obeys traffic signs/signals/officers						
Turns when there is clearance in lane he/she will enter						
Turns smoothly, at safe speed, into correct lane of side street clearing center line and other obstacles						
Deactivates left turn signal						
Observes conditions – A, B, traffic						
Activates right turn signal						
Moves to furthest right traffic lane						
Deactivates right turn signal						
Maintains proper following distance						

APPENDIX D Pre-Service Evaluation Form

<u>RIGHT TURN</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Observes conditions – A, B, traffic and pedestrians						
Activates right turn signal at not less and 100' before turn						
Reduces speed to safe level						
Observes conditions- A, B, L-R-L, traffic pedestrians; stops if necessary						
Obeys traffic signs, signals and officers						
Turns when there is clearance in lane he/she will enter						
Turns smoothly, at safe speed, as far to left of side street as necessary to clear obstacles						
Returns to right traffic lane immediately						
Deactivates right turn signal						
Maintains proper following distance						

APPENDIX D Pre-Service Evaluation Form

<u>RAILROAD CROSSING</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Stops the bus approximately 15 feet from the crossing <ul style="list-style-type: none"> Place transmission in "Park" – or if there is no "Park" shift point, place in "Neutral" & press down on the service brake or set the parking brake. 						
Turns off noisy motors and fans						
Opens bus door <ul style="list-style-type: none"> Open the service door and driver's window while the transmission is in "Park" or "Neutral." 						
Looks L-R-L, listens for at least 5 seconds <ul style="list-style-type: none"> Listen & look both directions along the track for any approaching trains. 						
Closes bus door <ul style="list-style-type: none"> If no train is approaching, place in a gear low enough to permit crossing the tracks without having to shift gears if driving a vehicle with manual transmission. Vehicles with automatic transmissions should be in "Drive". 						
Observes conditions – A, B, L-R-L, for clearance on other side of tracks, train and traffic						
When safe, proceed across tracks without stopping						
Double track, train passing on near side; driver waits for 15 seconds before crossing tracks						
Deactivate hazard warning flasher lights after crossing last rail. <ul style="list-style-type: none"> The entrance door must be closed by the time the bus is clear of the final track. 						

<u>CURVES</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Maintains proper following distance						
Observes conditions – A, B, traffic roadway						
Decelerates before curve, down shifts if necessary						
Maintains safe speed through curve, accelerating slightly						
Maintains correct position in lane						

APPENDIX D Pre-Service Evaluation Form

<u>INTERSECTIONS/STRAIGHTAWAY</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Approaches intersection at safe speed						
Maintains proper following distance						
Observes conditions – A, B, L-R-L, traffic and pedestrians						
Yields right-of-way to pedestrians						
Obeys traffic signs, signals, officers						
Stops completely at rural and blind intersections						
Before starting from stop, observes conditions – A, B, L-R-L						
Crosses intersections at safe speed, staying in lane						
Does not cross until there is clearance on other side of the intersection						

<u>HILLS</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	N/I
Stopping and Starting						
Maintains proper following distance						
Applies brakes as needed						
Observes conditions – A, B, traffic						
Comes to full stop at safe distance from vehicle or intersection ahead						
Shifts to N, holding bus with foot on brake only						
Observes conditions; A, B, L-R-L						
Shifts to low gear						
Releases clutch to engage engine and accelerates						
Releases foot brake and slowly accelerates						
Maintains proper following distance						
Shifting, Accelerating, Decelerating						
Checks brakes before beginning ascent or descent						
Shifts to a low gear						
Maintains safe speed						
Uses brakes as needed						
Does not shift while on hill						

APPENDIX D Pre-Service Evaluation Form

<u>LOADING AND UNLOADING</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Activates amber warning lights not less than 500' or more than 1,000' in a rural area						
Stops vehicle in the lane nearest the right <i>side</i> of the roadway at bus stop						
Deactivates amber flashing warning lamps						
Activates red flashing warning lamps; extends stop arm; places transmission in neutral; keeps foot on brake during loading and unloading procedure						
Deactivates warning lamps on leaving bus stop; retracts stop arm						
Loads or unloads pupils with at least 400' of clear vision in each direction						

<u>SECURING THE BUS</u>	TIME 1		TIME 2		TIME 3	
	P	N/I	P	N/I	P	F
Set parking brake						
Shift to a low gear						
Check instruments						
Turn off all accessories						
Turn off all ignition and remove key						
Does post-trip inspection						
Upon leaving bus, secure door						

Comments: