

ESUCC
Legal Committee Meeting
Monday, January 10, 2022, 3:00 PM
ESU 10 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

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

Posted Date: 01/05/22

Attendance Taken at 3:00 PM.

Dan Schnoes (NE) (ESU 03):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr John Skretta (ESU 06):	Present
Dr. Larianne Polk (ESU 07):	Absent
Drew Harris (ESU 09):	Present
Dr Melissa Wheelock (ESU 10):	Present
Greg Barnes (ESU 11):	Present
Paul Calvert (ESU 15):	Present

Attendance Update Taken at 3:04 PM.

Dr. Larianne Polk (ESU 07): Present

1. Call to Order
2. Roll Call
3. Agenda Item
 - 3.1. COOP
 - 3.1.1. Coop Strategic Plan
 - 3.1.2. Coop Contracts
 - 3.1.2.1. Approve 2022 AEPA Contracts

- 3.1.2.2. AEPA Extensions
 - 3.1.2.2.1. Approve AEPA 019 Extensions
 - 3.1.2.2.2. Approve AEPA 020 Extensions
 - 3.1.2.2.3. Approve AEPA 021 Extensions
- 3.1.2.3. Approve Special Buy Agreement with Swank Motion Pictures
- 3.1.3. Staff Written Reports
 - 3.1.3.1. Peterson Report
 - 3.1.3.2. Colleen Lentz (Data)
- 3.2. Legislative Updates
 - 3.2.1. Bromm's Updates
- 3.3. Policies and Procedures
- 4. Next Meetings Agenda Items
- 5. Adjournment

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

NEBRASKA OPEN MEETINGS ACT

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

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

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

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

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15.175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

(b) (i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b) (i) or (ii) of this

section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

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

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

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

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

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

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

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

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means

of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

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

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

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

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

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

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

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

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

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

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

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised
06/2021



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Lincoln, NE 68508
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ncsa.org

AEPA #019-B Custodial Equipment and Supplies

EXTENSION OF AGREEMENT

made by and between

Busch Systems International, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title Executive Director _____

Typed Name _____ Date _____

AEPA #019-B Custodial Equipment and Supplies

EXTENSION OF AGREEMENT

made by and between

Hillyard, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #019-C Office Supplies

EXTENSION OF AGREEMENT

made by and between

Quill Corporation (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #019-E School & Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

BLICK Art Materials, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #019-E School & Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

Pitsco Education, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #019-E School & Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

Quill Corporation (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #019-E School & Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

School Specialty (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground, and Landscaping Applications

EXTENSION OF AGREEMENT

made by and between

ACT Global (Vendor)

and

ESU Coordinating Council, NE (Member)

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

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground, and Landscaping Applications

EXTENSION OF AGREEMENT

made by and between

AstroTurf Corporation (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title Executive Director _____

Typed Name _____ Date _____

AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground, and Landscaping Applications

EXTENSION OF AGREEMENT

made by and between

FieldTurf USA, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

**AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts,
Playground, and Landscaping Applications**

EXTENSION OF AGREEMENT

made by and between

Hellas Construction, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground, and Landscaping Applications

EXTENSION OF AGREEMENT

made by and between

The Motz Group, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title Executive Director _____

Typed Name _____ Date _____

**AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts,
Playground, and Landscaping Applications**

EXTENSION OF AGREEMENT

made by and between

Robert Cohen - Sports Surfaces Distributing, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

**AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts,
Playground, and Landscaping Applications**

EXTENSION OF AGREEMENT

made by and between

Shaw Industries, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground, and Landscaping Applications

EXTENSION OF AGREEMENT

made by and between

Sprinturf (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-C Digital Resources & Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Bio Company, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-C Digital Resources & Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Complete Book and Media Supply, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-C Digital Resources & Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Imagination Station dba Istation (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-C Digital Resources & Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Mackin Book Company (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-D Facility Management Software

EXTENSION OF AGREEMENT

made by and between

Dude Solutions, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-E Lawn & Groundskeeping Equipment

EXTENSION OF AGREEMENT

made by and between

Bobcat Company (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-E Lawn & Groundskeeping Equipment

EXTENSION OF AGREEMENT

made by and between

Husqvarna Professional Products, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #20-F Digital Display Solutions

EXTENSION OF AGREEMENT

made by and between

Daktronics, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

**AEPA #20-G Vehicles: Cars, SUVs, Crossovers, Light Duty Trucks,
Vans, Police and Public Safety**

EXTENSION OF AGREEMENT

made by and between

Phil Long Dealerships (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #21-A Athletic Facility Lighting

EXTENSION OF AGREEMENT

made by and between

Hellas Construction, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #21-B Hardwood & Synthetic Flooring

EXTENSION OF AGREEMENT

made by and between

Robert Cohen - Sport Surfaces Distributing, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

**AEPA #21-C Digital Multi-Function Devices, Printers,
Document Lifecycle Accessories and Services**

EXTENSION OF AGREEMENT

made by and between

Konica Minolta Business Solutions (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

**AEPA #21-C Digital Multi-Function Devices, Printers,
Document Lifecycle Accessories and Services**

EXTENSION OF AGREEMENT

made by and between

KYOCERA Document Solutions America (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #21-D Roofing and Building Envelope Services

EXTENSION OF AGREEMENT

made by and between

Weatherproofing Technologies, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #21-G Security Solutions

EXTENSION OF AGREEMENT

made by and between

Capitol Electronics, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #21-G Security Solutions

EXTENSION OF AGREEMENT

made by and between

Centegix, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #21-G Security Solutions

EXTENSION OF AGREEMENT

made by and between

Deledao (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2022, through February 28, 2023

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

Member

Authorized Signature _____ Title Executive Director _____

Typed Name Kraig Lofquist _____ Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____



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

Authorized Signature _____ Title _____

Typed Name _____ Date _____



2021-2024 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and Swank Motion Pictures ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on March 1, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on February 28, 2025, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State

of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

6. Termination.

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

not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

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

- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 43-1382264.
- 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: Seth Acock
10795 Watson Rd
St. Louis, MO 63127

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

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

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

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

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

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

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

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

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

- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables

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

CONTRACTOR

COOPERATIVE

By: _____

By: _____

Name: Seth Acock

Name: Kraig Lofquist

Title: Manager

Title: Executive Director

Date: 12/17/2011

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Swank Movie Licensing USA

Swank Movie Licensing USA provides the Public Performance Site License for K12 schools and public libraries. This Public Performance Site License confirms that each licensed site is hereby licensed by the copyright owners listed below to exhibit publicly movies in any legal form, and thereby is in full compliance with the U.S. Copyright Act (Title 17 of the U.S. Code).

Swank Movie Licensing USA is the exclusive licensing agent for the following major motion picture studios and their affiliates.

Walt Disney Pictures, 20th Century Pictures, Searchlight Pictures, Paramount Pictures, Warner Bros., Sony Pictures, NBC/Universal Pictures, Dreamworks Animation, New Line Cinema, Lionsgate Films, MGM, Touchstone Pictures, Hollywood Pictures, Columbia Pictures, TriStar Pictures, Summit Entertainment, Focus Features, Miramax, Warner Independent Pictures, Fine Line Features, United Artists, Paramount Vantage, Global Road Films, and Screen Gems.

Swank K12 Educational Streaming

1) Subject Matter and Term of Agreement

A) Swank streaming access grants Licensee non-transferrable right to give Authorized Users access to the Licensed Materials via a Secure Network solely for the purpose of research, teaching and private study (hereafter, the "Purpose") on the terms and conditions set forth herein.

B) The term of this Agreement, outlined in Exhibit B shall continue for 12 months (the "License Period"). Each individual title's licensing period will start at the time of the ordering date and no titles may be shown outside of the License Period.

2) Grant of License, Delivery and Use Restrictions, Availability of Titles

A) During the License Period and any subsequent renewal terms, Licensee shall, for the Purpose, make the Titles available to, and only to, individuals properly authenticated, authorized students currently enrolled for a course or courses through Licensee's institutions and/or faculty and staff responsible for teaching those courses (hereafter collectively referred to as "Students, Faculty and Staff"). Authentication and authorization for use by Students, Faculty and Staff shall occur through a password protected network with assigned Username and Password or Single Sign On. It is up to the sole discretion of Swank which network(s) will be used for authentication and authorization of use. Student access shall be limited to only the films for which they have been assigned for class. Licensee agrees that it is responsible for ensuring that access to the Titles limited to Students, Faculty and Staff. Without limiting the foregoing, Licensee agrees that access to

the Titles shall (i) end once a Student is no longer enrolled in classes at Licensee; and (ii) not be available to alumni of Licensee who are not actively enrolled in classes at Licensee. It is at the sole discretion of Swank if/when password resets, specifically for student based user roles, shall occur.

All Titles licensed to Licensee pursuant to this Agreement are to be made available to Students, Faculty and Staff and on campus library users expressly as permitted in this Agreement. By way of example only and without limiting the foregoing:

- i. The Titles shall be made available by Licensee only for the Purpose;
- ii. The Titles shall be delivered using only the delivery method described in this Section 2A;
- iii. The Titles in this license do not include public performance.

Swank reserves the right to decline the use of certain Titles if it is determined the intended use does not align with the Purpose. The availability of such content shall not affect the validity or enforceability of this Agreement.

B) From time to time Producers may withdraw or suspend the licensing rights for one or more of their Titles. In this event, suitable alternative content will be provided at the sole discretion of Swank. The withdrawal or suspension of Titles as described in this paragraph shall not affect the validity or enforceability of this Agreement.

3) Marketing and Additional Use Restrictions. Licensee shall only publicize the availability of Swank specifically related to the Purpose via regular classroom announcements or through internal channels, including email, to promote the service to faculty and staff specifically related to the Purpose.

Furthermore, the Titles may not be duplicated, edited, altered, copied, modified, or recorded in any way, by use of computer or digital recording device or otherwise. Ownership of the Titles shall at all times be vested in the applicable Producer and Licensee shall acquire no ownership rights therein.

Licensee shall immediately notify Swank (including confirming in writing) of any loss, theft, injury, piracy, destruction, duplication, editing, alteration or use of Titles.

4) Breach of Agreement. Because of the specific nature of this Agreement, in addition to all other remedies available to Swank, in the event Licensee breaches any term or condition hereof, Swank may, at its option and in its sole discretion, immediately terminate this Agreement, in which case Licensee will immediately and fully (i) withdraw the Titles from its library; (ii) suspend access to the Titles; and (iii) return to Swank all Titles and/or digital files and digital media related thereto. Notwithstanding the preceding sentence, in the event Licensee is in breach of Section 3A, 3B or 3C, Licensee shall have 30 days to cure such breach before Swank may terminate the Agreement.

In the event Swank breaches any term or condition of this Agreement, Licensee may terminate the Agreement after giving Swank written notice of the breach and passage of a 30-day cure period.

5) Warranties. Swank represents and warrants it has the streaming rights for all Titles licensed to Licensee. <<VENDOR-INSERT SCOPE OF GOODS>>

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

2022-2023 NE State Movie Licensing Pricing

<u>Student Enrollment (per school)</u>	<u>Movie License ESUCC Price</u>	<u>ESUCC Customer Price (includes 2% fee)</u>
<u>150 and under</u>	<u>\$279.00</u>	<u>\$285.00</u>
<u>151-300</u>	<u>\$323.00</u>	<u>\$330.00</u>
<u>301-500</u>	<u>\$344.00</u>	<u>\$351.00</u>
<u>501-1000</u>	<u>\$349.00</u>	<u>\$356.00</u>
<u>1001-1500</u>	<u>\$385.00</u>	<u>\$393.00</u>
<u>1501-2000</u>	<u>\$408.00</u>	<u>\$417.00</u>
<u>2001-2500</u>	<u>\$429.00</u>	<u>\$438.00</u>
<u>2501-3000</u>	<u>\$450.00</u>	<u>\$459.00</u>
<u>3001-3500</u>	<u>\$472.00</u>	<u>\$482.00</u>
<u>3501 and above</u>	<u>\$493.00</u>	<u>\$503.00</u>

<<VENDOR-INSERT PRICING>>

2022-2023 NE State Movie Licensing + Streaming Pricing

<u>Student Enrollment (per school)</u>	<u>Movie License + Swank K12 Streaming ESUCC Price</u>	<u>ESUCC Customer Price (includes 2% fee)</u>
<u>150 and under</u>	<u>\$818</u>	<u>\$835</u>
<u>151-300</u>	<u>\$862</u>	<u>\$880</u>
<u>301-500</u>	<u>\$883</u>	<u>\$901</u>
<u>501-1000</u>	<u>\$1,157</u>	<u>\$1,181</u>
<u>1001-1500</u>	<u>\$1,463</u>	<u>\$1,493</u>
<u>1501-2000</u>	<u>\$1,486</u>	<u>\$1,517</u>
<u>2001-2500</u>	<u>\$2,585</u>	<u>\$2,638</u>
<u>2501-3000</u>	<u>\$2,900</u>	<u>\$2,959</u>
<u>3001-3500</u>	<u>\$3,412</u>	<u>\$3,482</u>
<u>3501 and above</u>	<u>\$3,923</u>	<u>\$4,003</u>

***Religious Schools**

<u>Movie License ESUCC Price</u>	<u>Religious School Enrollment</u>	<u>Religious Schools Movie License + Swank K12 Streaming ESUCC Price</u>	<u>ESUCC Customer Price (includes 2% fee)</u>
<u>\$220.00</u>	<u>150 and under</u>	<u>\$759</u>	<u>\$770</u>
<u>\$220.00</u>	<u>151-300</u>	<u>\$759</u>	<u>\$770</u>
<u>\$220.00</u>	<u>301-500</u>	<u>\$759</u>	<u>\$770</u>
<u>\$220.00</u>	<u>501-1000</u>	<u>\$1,028</u>	<u>\$1,045</u>
<u>\$220.00</u>	<u>1001-1500</u>	<u>\$1,298</u>	<u>\$1,320</u>
<u>\$220.00</u>	<u>1501-2000</u>	<u>\$1,298</u>	<u>\$1,320</u>
<u>\$220.00</u>	<u>2001-2500</u>	<u>\$2,376</u>	<u>\$2,420</u>
<u>\$220.00</u>	<u>2501-3000</u>	<u>\$2,670</u>	<u>\$2,720</u>
<u>\$220.00</u>	<u>3001-3500</u>	<u>\$3,160</u>	<u>\$3,220</u>
<u>\$220.00</u>	<u>3501 and above</u>	<u>\$3,650</u>	<u>\$3,720</u>

2. Payment Terms/ Payment Schedule

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

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

~~<<TO BE COMPLETED BY VENDOR>>~~

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: crussell@movlic.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Angelia Bunch
- b. Title: Copyright License Manager
- c. Phone: 877.321.1300
- d. Email: abunch@movlic.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Caroline Russe
Contact email address: crussell@movlic.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:

Craig Peterson
308-995-0665
craig.peterson@esucc.org

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
January 11, 2022

1. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid were vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,600 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.

i. 2022 ESUCC-Annual Buy

1. On December 13-16 the ESUCC Coop staff awarded the Annual Buy items in 9 of the 10 bid categories. The 100 Technology section will be awarded January 10-11.
2. Annual Buy sections 200, 300, 500, 600, 700, 800, 850, and 900 we did see prices go in both directions with most seeing some large increases. We also saw fewer vendors bidding this year (17 compared to 24 in 2021). Absent vendors this year included Staples, Mity Lite, Cascade School Supplies, SCOTT ELECTRIC, ACCO Brands USA LLC, Norris Products Corporation, Sysco Lincoln, Rapids Wholesale and Outdoor Aluminum, Inc. New vendors bidding included Lakeshore Learning Materials and PROMAXIMA
3. The sections probably most impacted would be 800 Hot Lunch (3 vendors absent), 400 Paper (only 1 vendor responded).
4. Paper Prices compared to last year's prices for the higher volume purchased items
 - a. 400120 \$45.03 compared to \$28.88 last year (\$16.15 (55.9%) increase,)
 - b. 400130 \$44.50 compared to \$33.40 last year (\$ 11.10 (33%) increase)
 - a. 400135 \$45.03 compared to \$32.55 last year (\$12.48 (38%) increase)
 - b. 400140 \$44.90 compared to \$27.04 last year (\$17.86 (66%) increase)
 - c. 400141-1PLT \$1,716 compared to \$1,060.40 last year (\$655.60 (61.8%) increase)
 - d. 400141-2PLT \$3,432 compared to \$2,120.80 last year (\$1,311.20 (61.8%) increase)

- e. 400141-20PLT \$31,880 compared to \$19,952 last year (\$11,928 (59.8%) increase)
- f. 400141-21PLT \$31,458 compared to \$20,949.60 last year (\$10,508.40 (50%) increase)

ii. **2022 Annual Buy Key dates for schools**

- 1. Paper Buy Catalog Opens - February 2, 2022
- 2. Paper Buy Order Deadline Schools/Members – March 9, 2022
- 3. Annual Buy Catalog Opens - February 16, 2022
- 4. First Day for 400 Paper delivery - April 11, 2022
- 5. Annual Buy Teacher/Staff deadline – April 8, 2022
- 6. First Day for Annual Buy delivery - May 23, 2022
- 7. Delivery Deadline for 400 Paper - June 14, 2022
- 8. Delivery Deadline Annual Buy Items - July 22, 2022

iii. **Training Dates**

- 1. [Registration Link](#)
- 2. New District Personnel - January 13, 9:00a.m. - 12:00 p.m. CT
- 3. January 14, 10:00a.m. - 12:00p.m. CT
- 4. January 18, 1:00p.m. - 3:00p.m. CT
- 5. January 19, 10:00a.m. - 12:00 p.m. CT
- 6. January 25, 10:00a.m. - 12:00 p.m. CT
- 7. January 26, 10:00a.m. - 12:00 p.m. CT
- 8. January 27, 9:00a.m. - 11:00a.m. CT
- 9. New District Personnel - January 31, 10:00a.m. - 1:00 p.m. CT

2. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
 - i. **Swank Motion Pictures** – This is a current contract we hold with Swank for both Public Performance Site License for K12 Schools and Swank K12 Educational Streaming. Swank Movie Licensing USA is the exclusive licensing agent for the following major motion picture studios and their affiliates: Walt Disney Pictures, 20th Century Pictures, Searchlight Pictures, Paramount Pictures, Warner Bros., Sony Pictures, NBC/Universal Pictures, Dreamworks Animation, New Line Cinema, Lionsgate Films, MGM, Touchstone Pictures, Hollywood Pictures, Columbia Pictures, TriStar Pictures, Summit Entertainment, Focus Features, Miramax, Warner Independent Pictures, Fine Line Features, United Artists, Paramount Vantage, Global Road Films, and Screen Gems.

3. AEPA

- a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing

group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

i. Approval of 019 extensions

1. Custodial Supplies and Equipment
 - a. Busch Systems International
 - b. Hillyard
2. Office Supplies and Equipment
 - a. Quill
3. School and Instructional Supplies
 - a. Blick Art Materials
 - b. Pitsco Education
 - c. Quill
 - d. School Specialty

ii. Approval of 020 extensions

1. Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts, Playground and Landscaping Application
 - a. Act Global
 - b. Astro Turf
 - c. FieldTurf USA
 - d. Hellas Construction
 - e. The Motz Group
 - f. Shaw Sports
 - g. Sport Surfaces Distributing
 - h. Sprinturf
2. Digital Resources and Instructional Materials
 - a. Bio Corporation
 - b. Complete Book and Media Supply
 - c. Imagination Station dba iStation
 - d. Mackin Educational Resources
3. Facility Management Software
 - a. Dude Solutions
4. Lawn and Groundskeeping Equipment, Supplies and Services
 - a. Bobcat Company
 - b. Husqvarna Professional Products, Inc.
5. Digital Display Solutions
 - a. Daktronics, Inc.
6. Vehicles
 - a. Phil Long Dealerships

iii. Approval of 021 extensions

1. Athletic Field Lighting
 - a. Hellas Construction, Inc.
2. Hardwood and Synthetic Flooring
 - a. Sport Surfaces Distributing, Inc.
3. Copiers, MFPs, Printers and Managed Print Services
 - a. Konica Minolta Business Solutions USA, Inc.
 - b. Kyocera Document Solutions America Inc.
4. Roofing and Related Services
 - a. Weatherproofing Technologies, Inc./Tremco
5. Security Solutions
 - a. Capitol Electronics, Inc.
 - b. Centegix
 - c. DLD Technologies Corporation (Deladeo)

iv. Approval of 022 Contracts

1. Furniture
 - a. AmTab Manufacturing (A broad offering of products specifically for cafeteria/multi-use areas)
 - b. Demco Inc (Offering specifically for library/media centers and their proprietary line)
 - c. Lakeshore Equipment (Offering their own manufactured line of early childhood aged furniture)
 - d. MeTEOR Education (broad offering of manufacturer lines (44 total, including 18 unique lines))
 - e. National Business Furniture: Offering a broad offering of manufacturer lines (214 total, including 187 unique lines) that offer solutions for the non-education members.
 - f. School Specialty: A broad offering of manufacturer lines (75 total, including 46 unique lines) with the highest category discounts, free design services, and volume discounts.
2. Health and Wellness (RFP)
 - a. Medicaleshop Inc
 - b. School Health Corp
 - c. TinyEye Therapy Services
3. LED Lighting
 - a. FSG Lighting
4. Event Seating & Staging Solutions
 - a. Trex Commercial Products, Inc. dba Staging Concepts
5. Technology Catalog
 - a. CDW-G

v. Highlights of Winter AEPA Meeting, Houston, TX November 29 – December 1 provided by President Tammy Hurst, Ohio

1. Dave Mahalko, WA, AEPA treasurer, reported that AEPA's financial position is in really great shape.

2. Mitchell Lilly, WI reported on the current Content Marketing effort. He requested that any Member or Vendor Partner who would like to serve as a knowledge expert to Influence & Company please let him know.
3. Craig Peterson, NE gave the website report. He shared changes that had occurred, CRM, Google groups, social media outlets and calendar information.
4. Tammy Hurst, OH reported the Q1,2,3 Sales numbers of \$510,664,402. We are well on our way for another record-breaking year. Please keep up the great work and let's finish 2021 STRONG! Strategic plan/goal is to meet \$619 – million in sales by 2023.
5. AEPA Category Committee Chairs made recommendations for extensions and awards for each of our AEPA categories. Thanks to each one of those chairs and their committees for all their work. Thanks also to the Solicitations Committee members Jane Eastes (ND), Anna Marie Hollander (MI), Robin Strauser (NM), Ken Swink (OH), Andrew Pickens (TX), and Michelle Pratt (VA) for their ongoing work. Our AEPA Solicitation Managers, Melissa Mattson (MN) and Lisa Truax (MN), were instrumental in the prep work on these recommendations. Ed Pabor, our Solicitation Writer, was also involved with many of these committees as they completed their work.
6. Tina Smith (KS) and Meeting Planning Committee members, Cara Hart (CT), Joni Puffett (IA), Dave Puyear (MT) and Nita Werner (WY) did a great job planning this meeting. The venue was great and so was the food! They are already working on plans for our meetings in 2022 and 2023.
7. Janet Arrowood did a fabulous job with our PD session. [DOING WHAT WE DO MORE EFFECTIVELY](#)
 - a. Writing for the right audience
 - b. <http://www.plainlanguage.gov>
8. Regina Jackson (AEPA Legal Counsel) presented the recommended changes to our Governing Documents. She and her colleague Heather Brooks worked hard to deliver the suggested revisions for first reading as promised. There is more work to be done. As soon as possible Members will receive a format for suggesting further revisions. Those suggestions will be due back in no later than January 31, 2022. A ZOOM meeting for all AEPA Members was approved for February 24, 2022, at 11:00 AM EST. The purpose of this meeting is to share any further revisions after a legal review is completed. The second reading and approval will be on the agenda for our Annual meeting in April 2022.
9. On behalf of AEPA, Mitchell Lilly (WI) and Andrew Pickens (TX) presented at the AESA Conference that followed our meeting. They, along with Jane Eastes (ND), worked the AEPA booth at the AESA Conference.
10. 2022 Bids

- a. 6 Bid Categories
 - i. Furniture (6 vendors awarded)
 - ii. Health & Wellness (3 vendors awarded)
 - iii. LED Lighting (1 vendor awarded)
 - iv. Event Seating & Staging Solutions (1 vendor awarded)
 - v. Technology Catalog (1 vendor awarded)
- 11. 15 Categories were up for extension with 34 vendor partners recommended and approved for extension
 - a. The following vendors were not renewed
 - i. Interface Americas (Carpet and Resilient Flooring)
 - ii. The Gillespie Group (Carpet and Resilient Flooring)
- 12. Approval of 2022.5 solicitation and solicitation timeline
 - a. Career Tech Ed
 - b. Kitchen supplies (no responsive vendors in first listing)
- 13. Approval of 2023 solicitation categories
 - a. MRO
 - b. Custodial Catalog
 - c. Office Supply Catalog
 - d. School Supply Catalog
 - e. Technology Buy Back (New)
 - f. Audio/Visual Integration (New)

4. Additional Information

a. Amazon Business

- i. The communication between Amazon Business legal and my contact Frank Krimowski has been picking up with correspondences on 11/23, 12/02, 12/03, 12/14, 12/28, 12/30, 01/03, 01/04. They continue to ask questions and I continue to provide answers to these. These include; What do users see in the ESUCC Marketplace, would there be additional opportunities (Annual Buy), Asked about the Annual Buy line item bid process and there was some interest in how they become involved (sent them the vendor registration URL but they haven't registered yet), Wanted to know if we would accept a lower percentage for the Admin fee 1% (my answer was no unless possibly with a sliding volume tier like we do with Staples, otherwise it is unfair to other vendors), Wanted to know which vendors we had contracts with, Wanted to know the breakdown of our members (percentage K-12 99% Municipalities/Higher Ed/State 1%), anticipated segment spend each year, Wanted to verify with Equal Level if integration is possible (Equal Level has several other customers utilizing the Amazon punchout), Is there additional data to help present to Amazon Business group (Sent previously shared data for sales from National Contracts, Special Buys, Custodial Buy, Food Buy, Annual/Paper buy). I also met over Zoom on December 2 with Frank to provide another review of our Marketplace.

b. Zoom communications with the following vendors/organizations throughout the Month:

- 1. Meetings with ESUCC Legal counsel

- a. School Boards conference
 - b. Zoom call November 19 to discuss contracts
 2. Zoom call with CDW-G lead sales representative Nick Schultz
 3. Zoom call with Sadoff about Marketing campaign before the X-mas break
 4. Zoom call with CESA in Wisconsin to discuss Special Buy contracts with their new Purchasing Director and Marketing Director
 5. Attended a Frontline Central webinar
 6. Monthly School Specialty Zoom call
 7. Hosted a Syscloud Webinar December 7
 8. Hosted two IXL Webinars December 8
 9. Attended the ESU 11 Superintendents meeting December 8
 10. Zoom call Andrew Easton to discuss strategies for Social Media
 11. Zoom Call with Frontline to discuss the use of Frontline Central for the ESUCC organization (not a solution that fits our needs)
 12. Zoom Call with Hand2Mind to discuss updating to a full punchout in the ESUCC Marketplace, this has been completed.
 13. Zoom Call with new Securly Customer Success Manager
- c. GEERs – continued work with Scott Isaacson, Deb Hericks, and Priscilla Quintana on Exempt School/Student orders. Currently processing order delivery confirmation, invoices, and returned to sender deliveries.