



ESUCC

Legal Committee Meeting

Tuesday, November 14, 2023, 2:00 PM

ESU No. 3, 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: 10/8/23

Attendance Taken at 2:00 PM.

Dr Larianne Polk: Absent

Dr Dan Schnoes (ESU 03): Present

Dr Brenda McNiff (ESU 05): Present

Dr John Skretta (ESU 06): Present

Drew Harris (ESU 09): Present

Dr Melissa Wheelock (ESU 10): Present

John Poppert (ESU 11): Present

Phillip Picquet (ESU 15): Present

Attendance Update Taken at 2:45 PM.

Dr John Skretta (ESU 06): Absent

Attendance Update Taken at 2:56 PM.

Dr Larianne Polk: Present

1. Call to Order
2. Roll Call
3. Consent Agenda Items
  - 3.1. Coop Contracts
    - 3.1.1. Addendum to Special Buy Agreement with Netsweeper
    - 3.1.2. Early Childhood LLC dba Discount School Supply
    - 3.1.3. Addendum to 2015-2018 Special Buy Agreement with PowerSchool Group LLC
4. Agenda Item
  - 4.1. COOP
    - 4.1.1. Coop Strategic Plan
    - 4.1.2. Vendor Request: Supplemental Employee Insurance Benefits
    - 4.1.3. Staff Written Reports
      - 4.1.3.1. Peterson Report
      - 4.1.3.2. Colleen Lentz (Data)
  - 4.2. Legislative Updates
    - 4.2.1. Bromm's Updates
      - 4.2.1.1. Non-Public Support
      - 4.2.1.2. Cybersecurity
  - 4.3. Policies and Procedures
5. Next Meetings Agenda Items
6. 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, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

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

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

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

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

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

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

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

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

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

body.(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

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

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

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

meeting, but it may not forbid public participation at all meetings.

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

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

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

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

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

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

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

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

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

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

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

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

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

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

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

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

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

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

Revised  
4-2022



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**EXTENSION TO 2020-2023 SPECIAL BUY AGREEMENT BETWEEN  
ESUCC COOPERATIVE PURCHASING AND Netsweeper Inc**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and Netsweeper Inc. (“Contractor”) to the 2020-2023 Special Buy Agreement (“Agreement”) signed by the Cooperative on May 6, 2020, and by the Contractor on May 01, 2020. The Addendum is as follows:

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

**No Changes to Terms and Conditions Agreement.**

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

**No Changes to Exhibit A.**

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

<b>Name</b>	<b>Description</b>	<b>Default Price</b>	<b>List Price</b>	<b>UOM</b>
Lanschool <5000	Lanschool Classroom Managment	3.06	4	EA
Lanschool >5000	Lanschool Classroom Managment	1.785	4	EA

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until September 30, 2026. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

**CONTRACTOR**

By: Netsweeper  
Name: Anthony Bruno  
Title: Director of Sales  
Date: 10/16/23

**COOPERATIVE**

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





## 2024-2027 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and **Earlychildhood LLC dba Discount School Supply** ("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 from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on February 16, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on February 16, 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
- 5. Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and

the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.

**6. 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.

**7. Termination.**

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

**8. 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.

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

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and

- B. If applicable, workers compensation coverage meeting all statutory requirements.

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

- 10. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 11. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 12. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, 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.
- 13. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 15. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with

any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

- 16. Taxpayer Identification.** Contractor's federal employer identification number is: 77-0407301.
- 17. 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.
- 18. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

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

Contractor: Earlychildhood LLC d/b/a Discount School Supply  
20 Ryan Ranch, Suite 200  
Monterey, CA 93940

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


- 19. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 20. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

- 21. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 22. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 23. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 24. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 25. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 26. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.

- 28. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 29. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 30. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
- 31. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 32. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 33. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
  - Exhibit B – Payment Terms & Schedule
  - Exhibit C – Summary of Project Deliverables

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

**CONTRACTOR**

By:   
Name: Lynn Yeager  
Title: VP of Sales  
Date: 11/1/2023

**COOPERATIVE**

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

## EXHIBIT "A"

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

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

DSS is a leading developer, manufacturer, distributor, and retailer of education products which are sold to childcare programs, preschools, elementary schools and families. We were founded in 1985 and we have been supplying educational products for 35 years. We are proud to offer the widest selection of the best products at the lowest possible prices, with unbeatable customer service. DSS offers more than 20,000 early childhood education products from over 25 different categories. These categories include Arts & Crafts, Dramatic Play, Active Play, Infant & Toddler Items, Furniture, Storage & Equipment, Math, Science, Language, including Colorations®, a line of top-quality arts & crafts materials; and our original BioColor® paint.

Please visit our website at [www.DiscountSchoolSupply.com](http://www.DiscountSchoolSupply.com).

## **EXHIBIT "B"**

### **1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

Discount School Supply will offer 3% off current catalog. Free Shipping on all stock items. Drop Ship or items noted with a truck symbol will be charged a 15 % shipping Fee. Valid through 02/16/2027.

### **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. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes:  No:
- c. If "Yes", Order receipt method: Email:  cXML: 
  - i. If "Email" address to deliver orders to: ServiceTeam@discountschoolsupply.com
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): Fanny M Perez  
Contact Title: eProcurement Manager  
Contact email address: FPerez@reallygoodstuff.com  
Contact Phone: 203-261-1920 x7106
- d. If "No, Alternate method will be determined

#### 3. Sales Representative Contact

- a. First, Last name: Matt Mennona
- b. Title: Account Manager-NE
- c. Phone: 913-303-8493
- d. Email: mmennona@excelligence.com

#### 4. Invoice Method

- a. Vendor invoices Members direct

#### 5. Sales Reporting

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

#### 6. Product Information URL: <https://www.discountschoolsupply.com/>



**ADDENDUM/EXTENSION TO 2015-2018 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE  
PURCHASING AND SCHOLOGY INC. now dba POWERSCHOOL GROUP LLC**

THIS ADDENDUM/EXTENSION is made by and between Nebraska ESUCC Cooperative Purchasing (“Cooperative”) and **PowerSchool Group LLC** (“Contractor”) to the 2015-2018 Special Buy Agreement signed by the Cooperative on June 09, 2015, and by Schoology, Inc., the predecessor to the Contractor on June 1, 2015 and an Extension signed by the Cooperative on March 3, 2018, and by the Contractor on March 26, 2018. The Addendum/Extension is as follows:

The parties agree to extend the Agreement, as amended herein, for an additional term of 36 months until July 31, ~~2024~~2027.

All references to Schoology, Inc are changed to PowerSchool Group, LLC (“PowerSchool”). PowerSchool is the Contractor under the Agreement.

Section 6(F) is deleted in its entirety and replaced with the following: “The parties may terminate this Agreement without cause by mutual written consent only.”

Section 7(B) is deleted in its entirety and replaced with the following: “The Cooperative hereby agrees to indemnify and save harmless the Contractor and its officials, agents, employees and volunteers (hereinafter collectively referred to as “Contractor Indemnities” and, together with the Cooperative Indemnities, the “Indemnities”), against any and all third party Claims which may otherwise accrue against Contractor Indemnities to the extent such Claim results from Cooperative’s or any ESU’s or Member’s (i) material breach of this Agreement or (ii) use of any of Contractor’s systems set out in Exhibit A of this Agreement.”

Section 7(F) is deleted in its entirety and replaced with the following: “Both parties’ obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.”

Section 15 is deleted in its entirety and replaced with the following: “Contractor’s federal employer identification number is: 47-4429364.”

Contractor’s address and other information as set out in Section 17 is deleted in its entirety and replaced with the following: “PowerSchool, Attn: General Counsel, 150 Parkshore Dr, Folsom, CA 95630, [legal@powerschool.com](mailto:legal@powerschool.com)”

Section 18(A) is deleted in its entirety and replaced with the following: “Contractor promises that: (a) Contractor will comply with all applicable laws, rules and regulations and (b) in the event that the Cooperative or any Member notifies Contractor of any potential issues with any of the systems set out in Exhibit A, Contractor will use its best efforts to correct such systems. The Cooperative and Members are responsible for the results obtained and decisions made from their use of Contractor’s systems and such systems may include open source software components and use of such components may be subject to additional terms and conditions.”

Section 18(B) is deleted in its entirety and replaced with the following: "CONTRACTOR'S SYSTEMS AND PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 18(A)), AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE PRODUCTS WILL MEET COOPERATIVE'S OR ITS MEMBER'S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCTS OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. FURTHERMORE, CONTRACTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. COOPERATIVE AGREES THAT THE USE OF THE PRODUCTS IS AT COOPERATIVE'S AND MEMBER'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR A CONTRACTOR REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW."

Section 19(A) is deleted in its entirety and replaced with the following: "Confidential Information means all confidential information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Confidential Information shall also include Cooperative Data and Personally Identifiable Information.

Section 19(D) is deleted in its entirety and replaced with the following: "Both parties will protect the Confidential Information of the other party using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care). Parties shall not disclose or use Confidential Information of the other party for any purpose outside the scope of this Agreement and will not disclose or share such Confidential Information with any third party without the prior written consent of the other party, except for the purpose of performing its obligations under this Agreement or as required by law. Each party must use best practices to limit access to Confidential Information to those of its employees and contractors who need such access for purposes consistent with this Agreement. Each party will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the Confidential Information protection provisions of this Agreement. If Contractor will have access to "education records" for Cooperative's students as defined under the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education records only for the purpose of fulfilling Its duties under this Agreement for Cooperative's and its User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the appropriate party.

Section 19(E) is deleted in its entirety and replaced with the following: “Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to the non-disclosing party (ii) was known to the disclosing party prior to its disclosure without any breach of any obligation owed to the other party (iii) is received from a third party without breach of any obligation owed to the non-disclosing party or (iv) was independently developed by the disclosing party without use or access to the Confidential Information. Notwithstanding any of the foregoing, a party may disclose Confidential Information to the extent required by law or court order, but will provide the other party with advance notice to seek a protective order.

~~Section 19(F)(ii) (Liability) is deleted in its entirety.~~

Section 20 is deleted in its entirety and replaced with the following: “Contractor alone owns all rights, titles, and interests, including all related Intellectual Property Rights, in and to the PowerSchool Product(s) and Services. The PowerSchool name, the PowerSchool logo, other owned brands, and registered marks, product names associated with the PowerSchool Product(s) and any other marks, logos, designs, sound, trade dress, etc. are trademarks of PowerSchool, and no right or license is granted by this Agreement to their use. Cooperative and its Members grant a worldwide, perpetual, irrevocable, royalty-free license to Contractor to use and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Cooperative or its Members.”

**Exhibit “A”** is amended to add the following goods or services of Unified Administration: eFinancePlus includes the following as a Base:

### **Unified Administration: Financial Accounting**

Easily manage all your day-to-day financial accounting and purchasing processes with one click. This true fund accounting solution adheres to all GAAP, GASB, and GAAFR requirements, and its real-time database maintains fiscal, purchasing, and budgeting information. Most importantly, it provides simple-to-use processing centers and helpful wizards to make it easy for district staff to manage daily fiscal operations.

### **Unified Administration: General Ledger**

General Ledger is accurate, complete, and flexible – it consistently receives high marks from auditors about its capabilities, reports, and processes. The solution automatically handles routine operations so that district administrators can concentrate on the decision points. Improve the efficiency of your business operations with default templates for journal entries, easy reversals, ability to work in multiple periods, simple displays and drill downs, and the ability to attach and view documents associated with transactions.

### **Unified Administration: Project Accounting**

Track grants and projects across multiple fiscal years to get a full picture of how much money has been received and spent. An automated link to the general ledger chart of accounts allows district

administrators to default specific projects within organizations to ensure these transactions are not missed. This solution is also capable of defining and adding district-defined fields to track detail information on projects and grants.

### **Unified Administration: Budgeting**

Make your budgeting process easier by using your current year's fiscal information as a starting point to create next year's budget. Simple steps allow the budget administrator to pull year-to-date actuals, estimate costs to the end of the year, and produce multiple versions of what next year's budget may look like. You can assume business as usual and apply decreases or increases by buildings, accounts, across the board, or individual line items. As soon as you get the version you are satisfied with, put it in the hands of your administrators to adjust as needed. Many features are available for capturing and automating all details of your budget process. For example, you can easily tie personnel details to budgeted line items. Shortcuts like these allow you to efficiently manage your budgeting process from start to finish. When your budgeting process is complete, simply click a button to start your new year with the approved budget.

### **Unified Administration: Purchasing**

Purchasing makes it easier to request, approve, and order items, ensuring your district stays within its allotted budget. Quickly enter requisitions with full access to available vendors, commodities (NIGP or your own), budget balances, and more. Immediately pre-encumber requests and add attachments (photos, documents, etc.) as supporting documentation. Based on established parameters, the system will automatically notify all approvers by email with a direct link to the approval screen to review requisitions. Purchasing staff can view all approvals and attachments and, with one step, convert requisitions into purchase orders and encumber the funds. Every step along the way, personnel can choose to receive email notifications on the progress of their purchases. Send purchase orders to vendors via hard copy, email, or fax. When the item arrives, you can record it was received, which notifies Accounts Payable. All items purchased from certain accounts or over a site-defined dollar threshold will automatically create a Fixed Asset record and place it in a file for review with all associated purchasing and accounts payable information. In addition, you may choose to allow your staff to use our convenient procurement card solution. eFinancePlus purchasing features are designed to make it easier for staff to request, approve and order items so they can continue with their jobs while ensuring your district stays within the allotted budget.

### **Unified Administration: Payroll and Benefits Management**

Payroll is fast, efficient, accurate, and versatile enough to handle the complexities of district payrolls. A unique payroll wizard guides personnel step-by-step through the processes of a pay run, timecard entry, calculating and running reports, and more.

### **Unified Administration: Accounts Payable**

Whether you want to enter a batch or post directly online, you can choose how to pay your outstanding invoices. It is easy to pay existing encumbrances - all you have to do is choose a purchase order, have the details default, adjust any differences, and click OK. If it is a new invoice, simply put the details in the system and charge to the appropriate accounts. If you want to keep a copy of the invoice and detail

information, you can attach these documents in any format for future reference. An optional approval process is available for payable entries.

### **Unified Administration: Fixed Assets**

Create new or automatically generate asset records for newly purchased items over a district-defined dollar amount or from specific capital accounts. For automatically generated records, Fixed Assets creates a batch file for personnel to review and add necessary detail information about the asset. It tracks all information for depreciation costs to post to the general ledger and adheres to specific reporting requirements, such as GASB. The solution also allows administrators to attach supporting documentation— photos, leases, insurance or maintenance agreements—to the asset record and easily communicate with appraisal companies.

### **Unified Administration: Fixed Assets Communicator**

This automated interface identifies differences between your system and the appraisal company and allows administrators to update the details in your fixed asset files.

### **Unified Administration: Personnel Budgeting**

Easily and automatically feed positions and employees' salary and benefit information into a budgeting environment and use this information to create unlimited versions of next year's budget. Utilize capabilities to increase employees' salaries for the rest of the current year and provide increases for next year to create an accurate budget. Fringe benefits can also be included. Additionally, changes that you made to existing, new, or vacant positions can be applied to next year's Position Control tracking.

### **Unified Administration: Personnel**

Given the proper security, district staff members have access to all the information they need to know about an employee. This allows them to easily answer employee or supervisor questions regarding absences, training, certifications, emergency contact information, and much more. Historical information is available on previous positions, salaries, and change in status for all employees. An online wizard guides your staff through an easy step-by-step process for setting up a new employee in the system. In addition, the system has efficient tracking of highly qualified teachers. With our forms-based Workflow, district staff can easily initiate request for hire or termination and employees can submit requests for leave of absence, all with easy-to-setup approval hierarchies, and approval history audit.

### **Unified Administration: Workflow**

Manage employee leave requests without impact on your HR or Payroll staff! eFinancePlus provides the district's employees with an intuitive and informative Employee Leave Request form to submit leave requests and notifications. Employees see their leave banks, outstanding requested and approved leave requests, and can make informed decisions about their leave. Requests are routed to supervisors and/or others in the district. Approved leave requests optionally update the Attendance records or Employee Timesheets.

Provide HR and managers with an Employee Termination Request and manage the request, approval, and notification process through workflow. Upon approval, the employee record will be updated with the termination information.

The New Hire Recommendation & Notification workflow allows your hiring managers to submit applicants for recommendation to hire for review and approval by your HR department. Upon approval, notifications can be sent to for example your IT department to create employee email addresses and logins, etc.

Workflow manages the routing of requisitions, purchase orders, and change orders through the approval process, notifying the requester as progress is made. The approval process is also supported for accounts payable, budget adjustments, and budget transfers. The approval path can be defined based on the department, account code, and dollar amount.

### **Unified Administration: Reporting**

eFinancePlus provides you with hundreds of out-of-the-box reports. Simply select which report you need and our print wizard allows you to specify the reporting criteria, sort options, and whether you want to view the report online, send to a printer, or save as a .pdf to send as an email attachment. An online status bar shows progress of the report as it is executing. This includes state compliance reporting.

eFinancePlus integrates with Cognos reporting tools, which provide end users with extremely intuitive query and report writing capabilities. It also provides technology staff with the ability to develop more extensive and complex reports when needed. Easily and quickly create any query or report through point and click processes. All the PLUS 360 database fields are presented to the end user in easy-to-understand language. An exhaustive list of selection capabilities, filtering options, sorting features, and calculation types allow users to create any simple list or complex report. Reports can be presented as tabular lists or quickly converted to graphical displays such as pie charts, bar graphs, or trend lines, or all the above. They can also be output in a variety of formats including .pdf, .html, Excel, Word, or ASCII files. Reports can be deployed over the web and scheduled to run on specific dates and times to give staff quick access to the information they need, when they need it.

### **Unified Administration: Payroll and Benefits Management**

Payroll is fast, efficient, accurate, and versatile enough to handle the complexities of district payrolls. A unique payroll wizard guides personnel step-by-step through the processes of a pay run, timecard entry, calculating and running reports, and more.

### **Unified Administration: Salary Projections**

Quickly assess the impact of labor proposals. Salary Projections makes it easy to take an existing employee or a group of employees and calculate in percentage, dollar amount, or both, an increase or decrease to those employees' schedule. Comprehensive reports provide you with all the information

that you need; the number of employees attached to a schedule, their existing individual and total costs, and the future impact if the increase would be passed on the individual line item and total budget. Easily identify your bottom line costs during this period and re-run those calculations as many times as you need until you come to an agreement. Easily carry an approved schedule over into the payroll process to start the next cycle with a new schedule.

**Exhibit "A"** is amended to add the following goods or services of Unified Administration: eFinancePlus includes the following as optional:

#### **Unified Administration: Time & Attendance**

Employee leave requests are routed to the appropriate individuals for approval and then posted to the time sheet. Attendance provides flexibility to accrue leave based on years of service, hours worked, or timeframe and it even tracks employee's leave balances and detail information about leave taken.

#### **Unified Administration: Employee Benefits**

Provides employees with anytime, anywhere access to their payroll and personnel information through this convenient web portal. Define what information can be viewed—demographics, benefit statements, benefit enrollment, attendance history, deduction/benefit history, payroll checks, certifications, and skills. Allow employees to update specific personal information and route those changes to appropriate personnel for review and approval. (i.e. demographics, benefit statements, benefit enrollment, attendance history, deduction/benefit history, payroll checks, certifications and skills.)

#### **Unified Administration: Employee Mobile App (Included with Employee Benefits)**

Save time and increase engagement with the Mobile Employee App. Designed to meet today's users in their world, the employee app allows the District to provide useful links and communications while giving on-the-go access for employees to check deductions and benefits, submit leave requests, see their pay, deductions, direct deposits and much more.

#### **Unified Administration: Miscellaneous Billing**

Generate a onetime invoice or set up recurring invoices, either way it's easy. Simply enter the customer's name and the system will search for a match and display the customer information. If no match is found, you can quickly add the customer. Select the services provided such as gym rentals, day care, etc., from a drop down list of your typically provided services. The system will prompt you for details based upon the type of service, drop in the standard fees, and track potential penalties or interest. Produce bills directly from the system and your staff has the ability to take payments over the counter or through the mail with our Central Receipting.

#### **Unified Administration: Central Receipting/Accounts Receivable/Cash Receipts**

Easily generate a onetime invoice or set up recurring invoices. The solution will prompt you for details based upon the type of service, drop in the standard fees, and track potential penalties or interest. Produce bills and take payments over the counter or through the mail with Central Receipting.

#### **Unified Administration: Purchasing Card Interface**

*The Purchasing Card* (PCard) Interface enables your district to efficiently administer credit card use for employees. Easily assign employees to PCards and specify their roles as administrators, primary cardholders, or card users. When a PCard purchase is made, a vendor transaction is automatically created, reducing the burden on staff.

### **Unified Administration: PunchOut**

PunchOut streamlines the purchasing process by enabling your organization to shop directly on a vendor's web catalog using negotiated pricing and catalogs. When a user checks out from the website, PunchOut seamlessly imports their shopping cart as an eFinancePlus requisition to be automatically pre-encumbered and follow the district's standard workflow approval routing. The online shopping can be initiated by authorized employees and allows the details of the online shopping to be returned to the eFinancePlus purchasing option as a requisition ready for your organization's approval and processing. PunchOut incorporates numerous features which allow your organization's users to connect to a vendor's shopping site and have the items selected turned into requisitions and eventually returned to the vendor for fulfillment.

### **Unified Administration: Warehouse Inventory**

Fully integrated with the general ledger and purchasing systems, Warehouse Inventory provides the capability to requisition from stock, process approvals, generate pick pack lists, and reorder quantities. Personnel requesting items can view up-to-date quantity information, costs, and item details. The eFinancePlus Warehouse Inventory System is a web-based software system designed to assist you in managing your warehouse activities. The system enables you to process a full range of inventory transactions, from receiving new stock through the filling of requests. At the same time, the software incorporates various controls to maintain proper inventory levels and track warehouse costs. The system interfaces with the eFinancePlus Purchasing System for receiving shipments that originated with purchase orders. It also allows posting departmental expenses and revenues to the eFinancePlus Fund Accounting System.

### **Unified Administration: Position Control**

Have a clear picture of your budgeted staffing status when reviewing that next hiring request. With our Position Control system, you can accurately account for and easily identify all the budgeted positions within your organization, how many full-time equivalents (FTEs) are assigned to positions, and a description of the duties. This will allow you to track through the years, personnel that held these positions and details regarding their job. Position Control provides tight controls on what positions are being hired and moved within the district, enforces and facilitates budget code assignments, and ensures your district operates within its budget.

### **Unified Administration: Student Activities**

The Student Activities module processes and tracks fiscal activity for clubs and organizations in the school district. Now you can easily support clubs with the ability to do things such as print checks at the school building as well as print checks separately for student clubs and organizations. Districts can set security options to limit which checks can be printed by designated users while tracking receipts by source of funds. You can only allow authorized users to reconcile bank accounts. Also, review financial activities and current balances by club or organization. If needed districts can define multiple clubs and organizations that share a single bank account. This all integrates with the General ledger.

**Exhibit "A"** is amended to add the following goods or services of Unified Talent as optional:

### **Unified Talent: Applicant Tracking**

Confidently manage each step of the hiring process from managing applications, scheduling interviews, automated reference checks, and online job listings. This tool creates a positive applicant experience with email updates, branded district portal, simple applications and transferrable profiles.

### **Unified Talent: Records**

Streamline all HR processes and stay in constant communication with your staff. With a direct integration to Applicant Tracking, you can easily onboard new staff remotely and use the custom reporting tool to view the progress of all your district's new hires at once. From hire to retire, your staff will use this tool to submit request, sign documents, update their employee files, and more. The system keeps HR on top of everything with customized workflows, reporting and automated reminders.

### **Unified Talent: Perform**

This comprehensive performance evaluation system is designed to facilitate all employee evaluations. Perform can support any evaluation framework and you're able to change your forms as they change over the years. Supervisors and HR can keep real-time evaluation tracking and employees always know what's due. The tool helps employees invest in their own professional growth by using clear scoring tools, providing visibility in to the evaluation process and fosters dialogue with their supervisors

**Exhibit "A"** is amended to add the following goods or services: PowerSchool SIS, Enrollment Express, and Ecollect Forms:

### **PowerSchool SIS**

PowerSchool SIS—the flexible, configurable, and scalable student information system at the heart of the school, district, or board's educational technology. Schools can depend on a modern, easy-to-use, always-available SIS to improve daily operations, boost administration productivity, identify problem areas, enhance communication, and ensure funding with easy reporting. Core features include attendance, grading, gradebook, health, demographics, scheduling, and more.

### **Enrollment Express**

Enrollment Express is a lightweight, configurable online solution that meets all registration needs, right from within the PowerSchool SIS. Give everyone reason to celebrate at the beginning of the school year. Free administrators from excessive data entry, save families precious hours spent filling out forms by hand, and eliminate unnecessary printing and mailing costs from the District budget. Plus, save time on compliance reporting and boost school funding with accurate data on enrollment numbers right from the start.



## **Ecollect Forms**

Bring all your K-12 forms online. Create, edit, and share online forms to meet K-12 goals, right from within PowerSchool SIS, with PowerSchool Ecollect Forms. Pull from a library of form templates or create unique forms—even share forms with neighboring Districts! Use it for wellness surveys, e-learning consent forms, device tracking, permission slips, field trips, transportation requests, parent-teacher conferences, and many more! With simple reporting, less manual paper processes, and more real-time data, have the accurate insights needed to move closer to important K-12 goals.

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

Pricing for all products is a “not to exceed” price. Contractor is not obligated to use the exact prices set out in Exhibit B as long as the price used for an individual customer does not exceed the prices set out in Exhibit B.

### **eFinancePlus Base Pricing**

All range Studnets: \$4.00 per year annual costs\*

*\*All districts open to purchase with a minimum cost of 250 student enrollment*

<b>ESUCC Modified Implementation Scope for &lt; 3000 Students</b>		
<b>Implementation LOE (Remote)</b>	<b>Standard Hours</b>	<b>Standard Pricing</b>
Project Management	40	\$ 8,400.00
Configuration	0	\$ -
Bootcamps	20	\$ 4,200.00
Data Conversions	32	\$ 6,720.00
Baseline Dedicated Training	72	\$ 15,120.00
Workflow	20	\$ 4,200.00
<b>Implementation Total</b>	<b>184</b>	<b>\$ 38,640.00</b>

<b>ESUCC Implementation Scope for &gt; 3000 Students</b>		
<b>Implementation LOE (Remote)</b>	<b>Standard Hours</b>	<b>Standard Pricing</b>
Project Management	40	\$ 8,400.00
Configuration	12	\$ 2,520.00
Bootcamps	26	\$ 5,460.00
Data Conversions	40	\$ 8,400.00
Baseline Dedicated Training	80	\$ 16,800.00
Workflow	32	\$ 6,720.00
<b>Implementation Total</b>	<b>230</b>	<b>\$ 48,300.00</b>

**eFinancePlus Optional Module Pricing (no increase in annual revenue, only implementation costs)**

Service Description	Days	Rates	Total
eFinancePlus Project Management	1.00	\$ 1,680.00	\$ 1,680.00
eFinancePlus Training	1.00	\$ 1,680.00	\$ 1,680.00
eFinancePlus Cognos Report Training	2.00	\$ 1,680.00	\$ 3,360.00
eFinancePlus Cognos Report Development	2.00	\$ 1,680.00	\$ 3,360.00
eFinancePlus Business Process Review	4.00	\$ 1,680.00	\$ 6,720.00
<b>eFinancePlus Edge Application Implementations</b>			
Employee Timesheets (within solution or connect 3rd party)	1.00	\$ 1,680.00	\$ 1,680.00
Employee Benefits & Mobile Platform	1.00	\$ 1,680.00	\$ 1,680.00
Miscellaneous Billing	1.00	\$ 1,680.00	\$ 1,680.00
Central Receipting	1.00	\$ 1,680.00	\$ 1,680.00
Purchasing Card Interface	1.00	\$ 1,680.00	\$ 1,680.00
Vendor Punch Out	1.00	\$ 1,680.00	\$ 1,680.00
Warehouse Inventory	1.00	\$ 1,680.00	\$ 1,680.00
Position Control	1.00	\$ 1,680.00	\$ 1,680.00
Student Activities	2.00	\$ 1,680.00	\$ 3,360.00
<b>eFinancePlus Keys to Ownership (KTO) (hours)</b>	<b>10.00</b>	<b>\$ 210.00</b>	<b>\$ 2,100.00</b>

### **Assumptions for eFinancePlus:**

There will be preconfigured Nebraska specific settings which will be utilized for each installation. (i.e. salary schedules, chart of accounts, etc.). The go live dates will be either during the month of January or July. Training may be grouped if more than one district is implementing at the same time. Configuration, Data conversion, & Parallel Payroll activities will be performed for districts individually.

### **Unified Talent: Applicant Tracking (per student rate is annual)**

- >0 Kids \$1,500 flat rate... \$2,250 Implementation Costs Overall (additional functionality below)
- >1,400 Kids \$1.05 per student // \$2,250 Implementation Costs Overall (additional functionality below)
- >3,000 Kids \$0.95 per student // \$2,250 Implementation Costs Overall (additional functionality below)
- >10,000 Kids \$0.57 per student // \$2,250 Implementation Costs Overall (additional functionality below)
- >25,000 see PowerSchool Rep for Custom Quote

### **Unified Talent: Records (per student rate is annual)**

- >0 Kids \$6,500 flat rate // \$3,750 Implementation Costs Overall (additional functionality below)
- >1,300 Kids \$4.75 per student // \$3,750 Implementation Costs Overall (additional functionality below)
- >3,000 Kids \$3.00 per student // \$3,750 Implementation Costs Overall (additional functionality below)
- >10,000 Kids \$2.23 per student // \$3,750 Implementation Costs Overall (additional functionality below)
- >25,000 see PowerSchool Rep for Custom Quote

### **Unified Talent: Perform (per student rate is annual)**

- >0 Kids \$6,350 flat rate // \$3,750 Implementation Costs Overall (additional functionality below)
- >1,100 Kids \$5.42 per student // \$3,750 Implementation Costs Overall (additional functionality below)
- >3,000 Kids \$3.00 per student // \$3,750 Implementation Costs Overall (additional functionality below)
- >10,000 Kids \$1.75 per student // \$3,750 Implementation Costs Overall (additional functionality below)
- >25,000 see PowerSchool Rep for Custom Quote

Below applies to all ranges – All are optional, one-time service costs:

Optional 10 KTO Service Training Hours: \$2,100  
 Optional One-Day Online Training: \$1,500  
 Optional Two-Day Onsite Implementation: \$4,400

PowerSchool SIS, Enrollment Express, and Ecollect Pricing:

<b>PS SIS</b>			
<b>On Prem</b>			
Enrollment	-	-	
		<u>List</u>	<u>Discounted Price</u>
<u>Minimum</u>		<u>\$2,750</u>	
		<u>7.55</u>	<u>7.17</u>
<b>Hosted</b>			
Enrollment	-	-	
		<u>List</u>	<u>Discounted Price</u>
<u>Minimum</u>		<u>\$3,500</u>	
<u>379-3,000</u>		<u>\$9.25</u>	<u>8.79</u>
<u>3001-10,000</u>		<u>8.75</u>	<u>8.31</u>
<u>1001-25,000</u>		<u>8</u>	<u>7.6</u>
<u>25001-50000</u>		<u>7.25</u>	<u>6.89</u>
<u>50000</u>		<u>6.5</u>	<u>6.18</u>
<b>Enrollment Express</b>			
Enrollment	-	-	
		<u>List</u>	<u>Discounted Price</u>
<u>Minimum</u>		<u>\$3,500</u>	
<u>1,000-3,000</u>		<u>3.5</u>	<u>3.33</u>
<u>3001-10,000</u>		<u>3</u>	<u>2.85</u>
<u>1001-25,000</u>		<u>2</u>	<u>1.9</u>
<u>25001-50000</u>		<u>1.5</u>	<u>1.43</u>
<u>*Approval needed for districts over 20,000</u>			
<b>Ecollect</b>			
Enrollment	-	-	
		<u>List</u>	<u>Discounted Price</u>
<u>Minimum</u>		<u>\$1,500</u>	

<u>667-3,000</u>	<u>2.25</u>	<u>2.14</u>
<u>3001-10,000</u>	<u>2</u>	<u>1.9</u>
<u>1001-25,000</u>	<u>1.75</u>	<u>1.66</u>
<u>25001-50000</u>	<u>1.5</u>	<u>1.43</u>

**PowerSchool SIS Basic Implementation: \$7,010 with a 3 person/3 day minimum training of \$3,420**

**PowerSchool SIS Guided Implementation: \$12,670 with a 3 person/3 day minimum training of \$3,420**

**PowerSchool SIS Comprehensive Implementation: \$22,195 with a 3 person/10 day minimum training of \$11,400**

**PowerSchool SIS Custom Implementation: \$45,600 with a custom training plan.**

**PD+: Minimum of \$1685 plus a per student rate of \$0.70/student**

**Enrollment Express Basic Implementation: \$3,160 with a 2 person/1/2 day workshop of \$380**

**Enrollment Express Guided Implementation: \$7,600 with a 2 person/1/2 day workshop of \$380**

**Enrollment Express Custom Implementation: \$8,640 with custom training**

**Ecollect Forms Basic Implementation: \$3,160 with a 2 person/1/2 day workshop of \$380**

**Ecollect Forms Guided Implementation: \$5,160 with a 2 person/1/2 day workshop of \$380**

**Ecollect Forms Custom Implementation: \$7,200 with custom training**

All other terms and conditions of the 2015-2018 Special Buy Agreement shall remain in full force and effect.

**CONTRACTOR**

**COOPERATIVE**

Contact Name \_\_\_\_\_  
Title \_\_\_\_\_

Kraig Lofquist  
Executive Director

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

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

## 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: X No:
- b. If "Yes", Order receipt method: Email: X cXML:
  - i. If "Email" address to deliver orders to: orders@powerschool.com
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): NA  
Contact email address: NA
- c. If "No, Alternate method will be determined

#### 3. Invoice Method

- a. Vendor invoices Members direct

#### 4. 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): James Johnston—  
Contact email address: james.johnston@powerschool.com
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

Questions Contact:  
Craig Peterson

308-995-0665

[craig.peterson@esucc.org](mailto:craig.peterson@esucc.org)

Coop Directors report to ESUCC Board  
submitted by: Craig Peterson  
November 15, 2023

### 1. Coop Strategic Plan

- a. **Purpose:** ESUCC Cooperative Purchasing aims to revitalize member participation, enhance their benefits, and contribute to the cooperative's continued success.
- b. **2023-2024 Goal:** Increase engagement and purchasing activity among ESUCC Cooperative Purchasing members who exhibit low purchasing volume or underutilize our services.
  - i. Top 25 largest school districts have been identified and expenditures per student has been calculated to identify districts with low expenditures per student.
  - ii. Contact lists will be updated in November/December from NDE data

### 2. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line-item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- b. **2024 ESUCC-Annual Buy**
  - i. Bid closes on December 15, 2023 (200,300,400,500,600,700,800,850,900 sections) and January 5, 2024 (100 section).
  - ii. Shareable List for Schools
    1. **Paper Buy Catalog Opens - February 2, 2024**
    2. **Annual Buy Catalog Opens - February 16, 2024**
    3. **Paper Buy Order Deadline Schools/Members – March 8, 2024**
    4. **First Day for 400 Paper delivery – April 11, 2024**
    5. **Annual Buy Teacher/Staff deadline – April 12, 2024**
    6. **First Day for Annual Buy delivery - May 24, 2024**
    7. **Delivery Deadline for 400 Paper - June 14, 2024**
    8. **Delivery Deadline Annual Buy Items - July 24, 2024**

### 3. Training dates & [registration](#)

- a. December 5, 2023 9:00 am 12:00 pm CT - **New District Personnel** - Coop Marketplace Training – Zoom
- b. January 11, 2024 9:00 am 12:00 pm CT - **New District Personnel** - Coop Marketplace Training – Zoom

- c. January 12, 2024 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- d. January 17, 2024 1:00-3:00 pm CT - Coop Marketplace Training – Zoom
- e. January 18, 2024 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- f. January 19, 2024 11:00 am 1:00 pm CT - Coop Marketplace Training – Zoom
- g. January 23, 2024 1:00-3:00 pm CT - Coop Marketplace Training – Zoom
- h. January 24, 2024 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- i. January 25, 2024 1:00-4:00 pm CT - **New District Personnel** - Coop Marketplace Training – Zoom
- j. January 29, 2024 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- k. January 30, 2024 9:00 am 12:00 pm CT - **New District Personnel** - Coop Marketplace Training - Zoom

#### 4. 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.
  - 1. Addendum to Special Buy Agreement with Netsweeper
  - 2. Early Childhood LLC dba Discount School Supply

#### 5. Vendor Request: Supplemental Employee Insurance Benefits

- a. Discussed with both Co-Chairs and they will lead discussion.

#### 6. 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. **2024 AEPA Bid** Opening happened on September 12, 2023. Vendors that were responsive will move forward to the appropriate bid committees for evaluation of proposals and recommendations for awards at the AEPA Winter meeting November 27 - 29, 2023.
    - 1. **These are UNOFFICIAL until after the AEPA meeting**
    - 2. 024-A Athletic Surfaces
      - a. 8 Vendors across 4 subcategories (Act Global, Astro Turf Corp, FieldTurf USA, Global Maven Enterprises LLC, Hellas Construction, Robert Cohen Co. LLC, Shaw Contract Flooring Services, The Motz Group LLC)
    - 3. 024-B Electric Vehicle Charging

- a. 2 vendors (Blink Network and InCharge Energy)
- 4. 024-C Digital Resources and Instructional Materials (Coop Director Peterson Co-Chairs this committee). 10 Vendors (Complete Book and Media Supply, Barnes & Noble Booksellers, Bluum USA, EEP-EES Holdings, Flinn Scientific Inc, Rethink Autism Inc, SchoolsPLP, Super Duper Inc, The OrganWise Guys Inc, Mackin Book Company dba Mackin Educational Resources)
- 5. 024-D Computerized Maintenance Management Systems (Coop Director Peterson serves on this Committee)
  - a. 2 Vendors (Brightly and Facilities Management Express)
- 6. 024-E Lawn and Groundskeeping
  - a. 1 Vendor (Solectrac, Inc)
- 7. 024-F Digital Display Solutions
  - a. 1 Vendor (Daktronics, Inc.)
- 8. 024-G Vehicles
  - a. 5 Vendors (Chalmers Ford, Marc Anthony Chevrolet, MCLL, Inc (Melloy Chevrolet) MFLL, Inc (Melloy Ford) MJLL, Inc (Melloy Chrysler, JEEP, Dodge and Ram), PFVT Motors, LLC (Ford) Schmelz Countryside VW)
- 9. 024-H Audio Visual Integration
  - a. 1 Vendor (Audio Enhancement)

## 7. Marketing

- a. 19 Campaigns sent since last month – If Superintendents aren't receiving emails have them send me an email and I will check their status, they may have to re-subscribe themselves if they have unsubscribed from the list. Share list with your Superintendents
  - i. [School Health - October AEDs](#) – 38.5% open rate
  - ii. [Pitsco October-DESIGN, BUILD, & CODE ROBOTS WITH TETRIX PRIME](#) – 37% open rate
  - iii. [Capstone - October Fall 2023 Books & Resources](#) – 37.3% open rate
  - iv. [PARTAC PEAT Beam Clay -2023 October Flyers](#) – 37.6% open rate
  - v. [Best Plumbing - October 2023 New Items](#) – 37.2% open rate
  - vi. [Quill - October Clorox Product Solutions](#) – 40.7% open rate
  - vii. [Deledao - AI Technology Ensures School Devices Remain Used For Learning!](#) – 39% open rate
  - viii. [Cloud9World – Webinar](#) – 36% open rate
  - ix. [SchoolsPLP - October Elevate Your Credit Recovery/Virtual Program](#) – 38% open rate
  - x. [Insight - October 2023 Intrusion Protection System](#) – 37.1% open rate
  - xi. [WTI Tremco - Discover The 12 Steps To ROI-Driven Roof Asset Management](#) – 40.4% open rate
  - xii. [Voss Lighting - November Energy Finance](#) – 35.5% open rate
  - xiii. [Busch Systems - Centralized Modular Stations: Spectrum, Waste Watcher & Mosaic](#) – 39.6% open rate
  - xiv. [Pitsco November-Digital Elementary Catalog](#) – 43.1% open rate

- xv. [Newsela - Newsela's Product Integration With Formative Is Now Live!](#) – 34.2% open rate
  - xvi. [Best Plumbing - November 2023 New Items](#) – 35% open rate
  - xvii. [My Central Supply - November - One Vendor For All Facility Solutions](#) – 26.8% open rate
  - xviii. [Staples - 2023 Winter Prep Items](#) – No stats, campaign sent on November 8.
  - xix. [Midwest Technology - November Robotics](#) - No stats, campaign sent on November 13<sup>th</sup>.
- b. If you have previously unsubscribed from receiving MailChimp emails then you can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

## **8. Additional Information & Meetings**

- i. Communications with the following vendors/organizations throughout the month: Staples, Omaha Public Schools (Annual Buy), AEPA Marketing Committee, Securly, AEPA RFI - eSourcing-Contract Management Committee, AEPA Website Committee, AEPA vendor eSourcing Demos,
- ii. Conferences/Webinars:
  1. NETA Fall Conference
  2. IWT Webinar | Contract Administration
  3. Centegix Webinar | Safety Platform Product Update for Partners
  4. Class Intercom Demonstration

## November 2023

**Q3 2023 Sales:** Down **\$-426K** from Q3 2022

- AEPA: Up **44K**
- Special Buys: Down **754K**
- Food & Custodial Buys: Up **305K**
- Annual Buy Punch Out: Down **21K**

Notes: Net 5 new contracts this year from last year