

ESUCC

Coop Committee Meeting

Wednesday, October 8, 2014, 2:30 PM

Country Inn & Suites 5353 N 27th Street Lincoln, NE 68521, 6949 South 110th Street, LaVista,
NE 68128

Attendance Taken at 2:30 PM.

Fisher ESU 04: Present

Jeff West (NE): Present

Mowinkel ESU 08: Present

Tedesco ESU 11: Present

Paul Calvert (ESU 15): Present

1. Call to Order

2. Roll Call

3. Agenda Item

3.1. Coop Director Update

3.1.1. Kip Schneider Resignation

3.1.2. Craig Peterson - Interim Coop Director

3.2. Coop Advisory Committee

3.3. ESM Update

3.4. Program Updates

3.4.1. Annual Buy

3.4.2. Food Buy

3.4.3. Custodial Buy

3.4.4. Year-Round Catalog

3.4.5. Special Buys

3.5. Future Efforts

3.5.1. Organizing State-Wide Demand

3.6. Policy Adoption - Unified Policies & Timeline

3.6.1. Recommend Approval of Coop Procedural Manual

4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

RESIGNATION AGREEMENT

THIS AGREEMENT is made this 16th day of September 2014, by and between Kip Schneider and Dr. David Ludwig, the Executive Director of the Nebraska Educational Service Unit Coordinating Council ("ESUCC").

WHEREAS, Mr. Schneider is employed as an at-will employee of ESUCC and ESU 17; and

WHEREAS, Mr. Schneider wishes to explore other personal and professional opportunities and ESUCC and ESU 17 wish to end Mr. Schneider's employment on the best terms possible; and

WHEREAS, the parties wish to execute this Settlement Agreement and Release of Claims ("Agreement") which will constitute a full and complete settlement of all questions and a release settling all claims regarding the ending of Mr. Schneider's employment relationship with ESUCC and ESU 17.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as set forth below.


- 1. Resignation of Employment.** Mr. Schneider resigns his employment and all contractual relations with ESUCC and ESU 17 effective October 31, 2014. A copy of Mr. Schneider's letter of resignation is attached hereto and incorporated herein by this reference as Exhibit "A."
- 2. UnPaid Administrative.** Mr. Schneider will be placed on unpaid administrative leave beginning September 15, 2014 and continuing through October 31, 2014.
- 3. Additional Payment.** In addition to the payment of salary and benefits during Mr. Schneider's unpaid administrative leave, ESUCC and ESU 17 will pay Mr. Schneider his per diem salary rate for forty (40) vacation days as of October 31, 2014. ESUCC will arrange to continue Mr. Schneider with the same health insurance coverage which he currently receives on the ESU 17 group health insurance plan through October 31, 2014 at ESUCC's expense. ESUCC will also allow Mr. Schneider to be reimbursed \$3,322.48, which represents the amount of all appropriate ESUCC-related expenses for which Mr. Schneider has submitted adequate documentation, despite those reimbursement requests being submitted outside the fiscal year in which they were incurred by Mr. Schneider. This payment is in consideration for Mr. Schneider's resignation and waiver of claims, and is in addition to compensation owed to him for his services to ESUCC. It shall be made on the regular payment date for the payment of staff of ESUCC in November, 2014. All payments made to Mr. Schneider pursuant to this agreement shall be reduced by legally required deductions including, but not


limited to, state and federal income tax withholding, FICA and FUTA. Mr. Schneider consents to the withholding of such sums.

- 4. Letter of Recommendation.** Dr. Ludwig has provided a letter of recommendation for Mr. Schneider, a copy of which is attached to this Agreement as Exhibit "B." Dr. Ludwig and ESUCC will use this letter for use upon inquiry by prospective employers of Mr. Schneider. Any other recommendations, associated forms, or verbal recommendations, shall not be inconsistent with the letter identified as Exhibit "B."
- 5. Mr. Schneider's Release of Claims.** In consideration of the promises and payments specified in this Agreement, Mr. Schneider releases ESUCC, ESU 17 and both entities' officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions, past, present, and future, known or unknown, arising out of and/or related in any way, either directly or indirectly, to his employment with ESUCC and ESU 17, the ending of his employment, and/or any actions or occurrences taking place up to and including the date of execution of this Agreement, including but not limited to claims or rights under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Civil Rights Act of 1866 and 1871, or any other Civil Rights Acts as amended, claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, § 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, the Nebraska Act Prohibiting Unjust Discrimination Because of Age, all claims or rights relating to discrimination on the basis of age, race, color, religion, sex, disability, handicap, or national origin before the federal Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, and any state or federal court under any state or federal constitution, law, rule, or regulation, or claims or rights of whatever nature arising under any other state, federal, or local constitution, executive order, statute, regulation, or ordinance arising from his employment or contractual relations with ESUCC and ESU 17 or his resignation of employment. Mr. Schneider represents that no claims have now been filed against the Employer. Mr. Schneider acknowledges that nothing in this agreement prohibits him from filing a Complaint with the Equal Employment Opportunity Commission or any other similar state agency, the Occupational Safety and Health Administration, the Secretary of Labor or otherwise participating in matters pending before those agencies. However, in the event Mr. Schneider files such a charge or complaint, he shall be entitled to no relief, no reinstatement, no remuneration, no damages, no back pay, no front pay and no compensation whatsoever from ESUCC or ESU 17 as a result of such charge or complaint, since he has released and extinguished any right to such relief under this agreement. Mr. Schneider also releases all contract, tort, and common law claims, and claims for attorney's fees, costs and expenses. He covenants not to institute any complaints or proceedings against ESUCC or any

of the above-mentioned persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released.

6. **Binding Nature of Agreement.** This Agreement shall be forever binding on ESUCC and on Mr. Schneider, his heirs, executors, administrators, and assigns.
7. **Consultation with Legal Counsel.** Mr. Schneider has been represented by an attorney at law who has advised him of his rights and who has reviewed and approved this Agreement. Mr. Schneider has acted voluntarily and upon his own best judgment in executing this Agreement.
8. **No Admission of Liability.** This Agreement is not to be construed as an admission of liability on the part of either party.
9. **Entirety of Agreement.** This Agreement contains the parties' entire agreement. Its terms and release are contractual and not a mere recital.
10. **Nebraska Law.** This Agreement shall be construed in accordance with the laws of the State of Nebraska. Any dispute arising hereunder shall be submitted only to a state court or federal court of competent jurisdiction in Nebraska to whose jurisdiction all parties hereto consent.
11. **Construction of Agreement.** Whenever possible, each provision of this Agreement shall be interpreted so that it is valid. If any provision is determined to be invalid to any extent under applicable law, the remaining provisions of the Agreement will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.
12. **Acknowledgment of Understanding.** The parties confirm that they have read this Agreement in full; are fully apprised of its contents; understand its meaning and implications, specifically with regard to the fact that it includes the waiver of rights and that it precludes each party from bringing any claim or cause of action against the other for matters occurring or arising at any time before the date of its execution; and have executed it voluntarily.


Kip Schneider


Dr. David Ludwig, Executive Director,
ESUCC

Dated this 16th day of September, 2014

Dated this ___ day of September, 2014

Attachments

Kip Schneider
3118 Lisaje Street
Ashland, NE 68003
402-416-5788
kipschneider@gmail.com

9/16/2014

David Ludwig
Executive Director
Educational Service Unit Coordinating Council
6949 South 110th Street

Dear Mr. Ludwig,

I am writing to notify you that I'm resigning from my position as Director of Cooperative Purchasing of the Educational Service Unit Coordinating Council.

My last day of employment will be 10/31/2014.

I appreciate the opportunities I have been given at ESUCC Cooperative Purchasing. I wish you and the ESUCC success in your future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kip A. Schneider', with a large, sweeping flourish extending to the right.

Kip A. Schneider

Program	% Fee	Year / Sales		
		13-14	12-13	11-12
Annual/Paper	4.95% / 5%	\$4,367,848.00	\$4,625,431.00	\$4,662,265.00
AEPA	2%	\$5,714,043.36	\$5,210,932.53	\$5,141,067.25
Special	2%	\$925,086.31	\$988,404.18	\$1,103,459.36
Food	2%	\$5,844,230.60	\$6,051,711.46	\$6,147,962.47
Custodial	2%	\$1,311,315.72	\$1,290,325.39	\$1,020,002.90
Totals		\$18,162,523.99	\$18,166,804.56	\$18,074,756.98

* Special buy \$291.00 due from Gov Connection

*Food Still owed for August sales from Sysco Denver

		Year / Revenue			
10-11	09-10	13-14	12-13	11-12	10-11
\$4,496,300.00	\$4,806,758.00	\$218,392.00	\$233,284.00	\$207,470.00	\$197,095.00
\$5,628,540.25	\$6,643,952.14	\$114,279.25	\$104,318.98	\$102,710.63	\$112,569.14
\$1,611,097.67	\$2,044,316.51	\$20,089.96	\$22,084.02	\$24,595.62	\$36,908.23
\$5,216,253.83	\$5,703,803.65	\$116,110.63	\$120,827.80	\$122,900.04	\$104,599.86
\$1,085,533.55	\$1,585,187.19	\$26,226.31	\$25,804.88	\$20,399.59	\$21,718.82
\$18,037,725.30	\$20,784,017.49	\$495,098.15	\$506,319.68	\$478,075.88	\$472,891.05

09-10

\$237,228.00

\$143,718.68

\$47,264.94

\$113,835.31

\$31,750.73

\$573,797.66

ESU #	Vendor										
	CDW	Staples	School Specialty	Quill	Peripole	AmSan	GovConnection				
ESUCC	Yes	Yes	Yes	Yes	Yes	Yes	No				
1	Yes	Yes	Yes	No	Yes	No	No				
2	Yes	Yes	No	Yes	Yes	No	No				
3	Yes	Yes	No	Yes	Yes	No	No				
4	Yes	Yes	Yes	No	Yes	No	No				
5	Yes	Yes	Yes	No	Yes	No	No				
6	Yes	Yes	Yes	No	Yes	No	No				
7	Yes	Yes	No	No	Yes	No	No				
8	Yes	Yes	No	No	Yes	No	No				
9	Yes	Yes	No	No	Yes	No	No				
10	Yes	Yes	No	No	Yes	No	No				
11	Yes	Yes	Yes	No	Yes	No	No				
13	Yes	Yes	No	No	Yes	No	No				
15	Yes	Yes	Yes	No	Yes	No	Yes				
16	Yes	Yes	No	No	Yes	No	No				
17	Yes	Yes	Yes	No	Yes	No	No				
Issues of Catalogs Missing at school levels in cases where all districts should have catalog:											
Staples	North Platte Public (16)										
School Specialty	Niobrara Public (1), Wynot Public (1), Wayne Community (1), Palmyra Bennet (4), Pawnee City (4), Sacred Heart (4), Fillmore Central (6), Norris Public (6), Zion Lutheran (17)										
Peripole	Wayne Community (1), Humphrey Public (7), Osceola Public (7), St Marys Elementary (7)										