

Legal Committee Meeting
Wednesday, March 3, 2021 3:00 PM
ESU 3 plus Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Committee Chair
2. Roll Call
Committee Chair
3. Agenda Item
Committee Chair
 - 3.1. COOP
Committee Chair
 - 3.1.1. Coop Strategic Plan
Committee Chair
 - 3.1.2. Coop Contracts
Committee Chair
 - 3.1.2.1. Approve Special Buy agreement with World Book Inc.
Committee Chair
 - 3.1.3. Staff Written Reports
Committee Chair
 - 3.1.3.1. Peterson Report
Committee Chair
 - 3.1.3.1.1. Annual/Paper Buy
Committee Chair
 - 3.1.3.1.2. Special Buys
 - 3.1.3.1.3.
Committee Chair
 - 3.1.3.1.3.1. Amazon Business Discussion
Committee Chair
 - 3.1.3.1.4. AEPA
Committee Chair
 - 3.1.3.2. Colleen Lentz (Data)
 - 3.2. Legislative Updates
Committee Chair
 - 3.2.1. Bromm's Updates
Curt and Jason Bromm
 - 3.2.2. Legislative Day - Wrap-up
Committee Chair
 - 3.3. Policies and Procedures
Committee Chair

4. Next Meetings Agenda Items
Committee Chair
5. Adjournment
Committee Chair

Nebraska Open Meetings Act

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

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

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

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

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised
10/2020



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.
233 SOUTH 13TH STREET, SUITE 1400, LINCOLN, NE 68508
(402) 476-9200
jgessford@perrylawfirm.com
rschultze@perrylawfirm.com
gperry@perrylawfirm.com



Nebraska Council
of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8055
ncsa.org



2021-2024 SPECIAL BUY AGREEMENT

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

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on July 1 March 3, 2021 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30, 2024, unless terminated earlier as provided by this Agreement or by law.

5. Governing Law; Designation of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

6. Termination.

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

- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. Indemnification.

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

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

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

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

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

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

- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 36-2364281.
- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: World Book, Inc
190 LaSalle St., Suite 900
Chicago, IL 60601

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

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.

- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts

of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

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

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

Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members

Exhibit B – Payment Terms & Schedule

Exhibit C – Summary of Project Deliverables

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

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

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>>

To support the diverse needs of Nebraska schools, World Book is offering a broad bundled package that includes a progressive sequence of core educational databases—*Early Learning, Kids, Student, and Advanced*—supported by supplemental products *Discover* and *Timelines* as well as *Enciclopedia Estudiantil Hallazgos* for young Spanish speakers. We are also offering our adaptive learning platform, *Wizard*, or individual subjects within *Wizard*, as an add-on, curriculum-based option to this package. Included in the cost is 24/7 access to all databases.

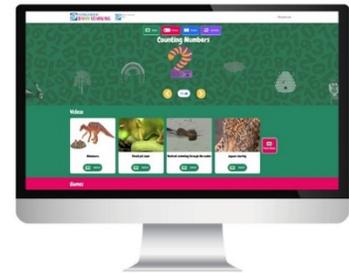
The core content of World Book’s digital resources is derived from multiple levels of encyclopedias and a robust collection of supplemental content. The resources include, but are not limited to, advanced search options, a citation builder, seamless translations to more than 100 languages, read-aloud functions for articles, access to world newspapers, historic “Back in Time” reports, a customizable research-saving tool, Google integration, SSO integration, a double-click dictionary, sharing capabilities for access outside of the database, and seamless features such as the Compare Places tool, making it the first choice in databases for students and library users around the world. Educator tools, curriculum correlations, and assessments and lesson plans increase *World Book Online*’s relevance in the library, classroom, and beyond.

Our newest add-on, *World Book Wizard* takes assessments to the next level by integrating adaptive learning to help students master a topic and anchor knowledge for the long term.



THE PREMIER RESOURCE FOR PRE- AND EMERGENT READERS IN GRADES PREK-2, DESIGNED TO BUILD A FIRM FOUNDATION IN DIGITAL LITERACY

Developed with experts in early childhood education, Early Learning by World Book offers rich resources to engage young learners in the classroom, library, or at home. Content worlds of high-interest topics such as wild animals and tough trucks provide bursts of information to support microlearning, making it ideal for use with interactive whiteboards or small group instruction. With word-by-word highlighting and read-aloud narration of classic and original stories, Early Learning fosters independent discovery and personalized learning while building vocabulary, comprehension, phonics, and reading fluency. Early childhood themes—including numbers, shapes, colors, and more—are taught in both English and Spanish. Additional content includes Early Learning Basics for the youngest learners, original videos, fun paint-by-number and coloring activities, sing-along songs and nursery rhymes, and interactive games that reinforce developmental themes found throughout the site. Educators and parents will find a wealth of resources, including lesson plans, printable books, and information about World Book’s Lexile Leveled guided reading program to aid in the development of phonemic awareness, comprehension, and social-emotional skills.



EASY-TO-READ CONTENT AND RICH MULTIMEDIA IN AN INTUITIVE USER INTERFACE SUPPORTS DIGITAL NATIVES

Users will find a wealth of facts and figures as well as photos, illustrations, animations, and maps to enhance their understanding of a subject. A predictive search engine aids in spelling, vocabulary-building, and discoverability. Hundreds of fun activities, hands-on science projects and experiments, lesson plans, and resources for educators are included in World Book Kids. The “World of Animals” and “Compare Places” features provide quantitative, well-organized information within a fun and useful tool to help users compare different animals or places. World Book Kids includes translation functionality that allows article content to be translated from English into one of more than 100 languages, along with a double-click dictionary function and a read-aloud feature to help with comprehension. “Activities” and “Science Projects” are great for low-cost makerspace projects and for student use at home to support curriculum. Visually engaging and designed to captivate even the most reluctant learner, World Book Kids is optimized for tablet access and provides a firm foundation for 21st century learning and digital citizenship.



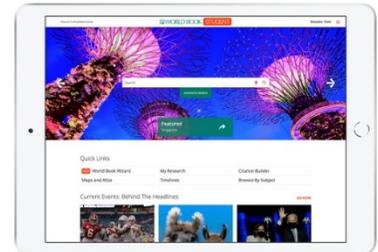


STUDENT

GRADES 5-8 | ALL SUBJECTS

RESEARCH TOOLS, LEARNING RESOURCES, AND CONTENT WRITTEN AT AN APPROPRIATE LEVEL ENGAGE STUDENTS AND PROVIDES A PERSONAL LEARNING ENVIRONMENT

World Book Student content, updated multiple times daily, integrates easily into the curriculum, and all users will have access to tens of thousands of encyclopedia articles, thousands of images, featured videos, and research tools, such as a “Citation Builder” to cite 16 different types of sources such as blogs and podcasts and a “How to Do Research” feature to teach, reinforce, and streamline the research process. Content can be saved to a personalized “My Research” account or to a student’s personal Google Drive or Microsoft OneDrive account. A Biography Center, “Compare Places” and “Behind the Headlines” features, and trivia are also included for this tablet-optimized site for the ultimate mobile research experience. Educator Tools include lesson plans, curriculum correlations, graphic organizer templates, WebQuests, integration with Google Classroom, and STEM activities to extend learning. World Book Student supports college and career readiness and provides a blueprint for advanced digital learning.



ADVANCED

GRADES 9-12 | ALL SUBJECTS

DESIGNED TO MEET THE NEEDS AND SKILLS OF STUDENTS IN HIGH SCHOOL AS WELL AS ADULT LEARNERS AND REINFORCE RESPONSIBLE DIGITAL CITIZENSHIP

In addition to a wealth of vetted articles, links to thousands of original, eyewitness, and historic source documents are included, some of which are a part of the “Teaching with Primary Source Documents” feature that includes advanced lesson plans. World Book-created “Pathfinders,” or pre-generated content sets, to aid in research and subject matter understanding, are introduced in World Book Advanced along with “Shared Pathfinders” of World Book content and other resources that are created and shared by World Book users. “In the Headlines” provides customizable RSS news feeds from several sources, including The Washington Post and Reuters. World Book Advanced includes tens of thousands of images, links to Research Tools, as well as interactive maps. The “World Newspapers” feature gives users access to more than 400 international newspapers from countries around the globe, providing news in the language in which it was originally published, to enhance international current events coverage and provide a global perspective on important topics. This feature will support the needs of your ESL students, enabling them to stay informed with news in their first language. Users will also benefit from the links to thousands of government websites from all over the world. World Book Advanced, updated multiple times a day, is ideal for collaboration in any academic setting.



A REFERENCE RESOURCE FOR STUDENTS AND ADULTS READING BELOW LEVEL, DESIGNED FOR SUPPORTING COLLEGE AND CAREER READINESS

World Book Discover is ideal for reluctant readers, ELL, ESL, and adult literacy students. The “Life Skills” section was developed especially for these users to help them negotiate financial, health, housing, and employment issues. The “Find by Topic” feature includes browsable categories of high-interest topics along with icons for image-based navigation. World Book Discover also includes features and functionality to support foreign language learning, with read-aloud functionality and a translation tool enabling text from articles to be translated from English into more than 100 other languages. Proprietary “World Book Explains” videos on a variety of subjects provide unique and engaging answers from experts in their field, to questions such as “What was it like working for a U.S. president?” World Book Discover provides support for those struggling in becoming college and career ready.



A UNIQUE DIGITAL RESOURCE DESIGNED FOR ELEMENTARY-AGED LEARNERS WITH EASY-TO-READ CONTENT AND RICH MULTIMEDIA IN AN INTUITIVE USER INTERFACE PERFECT FOR COLLABORATION

World Book Timelines is a collection of more than 650 timelines spanning the arts, literature, notable people, science, technology, sports, culture, history, and geography. This highly interactive feature includes more than 14,000 built-in events to jump-start a project. World Book subscribers can use Timelines for several educational purposes such as school research projects, recreating the logistics of an event, and documenting family histories. This feature includes a historical synopsis for each event, and a wealth of engaging images and videos to help users craft stunning presentations. World Book Timelines is optimized for tablets, great for visual learners, and is perfect for all ages. Timelines is updated with new timelines on a continual, ongoing basis.



**A REFERENCE TOOL FOR YOUNG SPANISH-SPEAKING STUDENTS
AND STUDENTS LEARNING SPANISH AS A SECOND LANGUAGE**

The content from *Enciclopedia Estudiantil Hallazgos* integrates easily into the curriculum for young Spanish-speaking students and those learning Spanish as a second language. This database includes articles, maps, flags, tables, and fact boxes; dozens of hands-on activities; and Spanish-language websites selected by editors to encourage further learning. The “Mundo De Animales” feature allows users to learn facts about and compare their favorite animals in Spanish, and the “Visual Dictionary” helps learners clarify word meanings with bilingual functionality, allowing users to switch seamlessly between Spanish and English content. Users can also browse the site in both Spanish and English, which makes finding content easy.



**WIZARD IS AN OPTIONAL FEATURE SUPPORTING THE K-8
CURRICULA WITHIN THE STUDENT DATABASE. IT IS AN ASSESSMENT
TOOL THAT UTILIZES ADAPTIVE LEARNING TO FOSTER
LONG-TERM RETENTION OF KNOWLEDGE**

World Book Wizard is a question-based, adaptive learning platform providing a comprehensive set of curriculum-based drills and courses for students in grades K-8. Teachers set up classes from their Wizard teacher dashboard and create drill assignments, focused around core subject areas for their students to complete. Students, in turn, access these drills through our adaptive learning portal. Each answer they give provides immediate feedback to help a student learn, and several variances of each question are given throughout the drill to eventually help a student master a topic and anchor knowledge for the long term. Along the way, students unlock gaming rewards and earn badges that display on their dashboards. Wizard helps students develop, maintain, and truly retain knowledge and skills for the long term in a way that is both fast and smart.

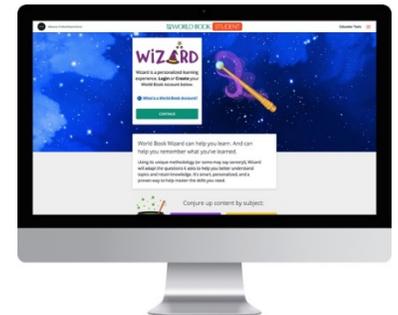


EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

World Book Catalog of Print Products

<https://www.worldbook.com/digimag?c=world-book-catalog-2020-2021-us&page=1>

Refer to the current catalog for prices

<u>World Book Online Packages</u>	<u>ESU Price</u> <u>2021 – 2024</u>
<u>Nebraska Power School</u> (Early Learning, Kids, Student, Advanced, Timelines Discover, eBooks, Enciclopedia Estudiantil Hallazgos, L'Encyclopédie Découverte, and Banco de Conteridos aula Planeta, eBooks Title Collection, and Wizard (Sci & Soc St grades 3-4)	<u>\$0.93</u>
<u>Read and Research Combo</u> (Power Pack + eBooks)	<u>\$0.68</u>
<u>Nebraska Power Pack</u> (Kids, Student, Advanced, and EEH)	<u>\$0.62</u>
<u>World Book eBooks</u> (391 World Book titles + 1965 Classic Titles)	<u>\$0.15</u>
<u>WIZARD (POWER)</u> - Science and Social Studies grades 3 and 4. This replaces discontinued Science Power, Social Studies Power and Sci / Soc Studies Combo	<u>\$0.30</u>

<u>Individual Resources</u>	<u>ESU Price</u> <u>2020 – 2024</u>
Early Learning (new option)	<u>\$0.30</u>
Student (new option)	<u>\$0.30</u>
Advanced (new option)	<u>\$0.30</u>
eBooks – Emerging Reader (new option)	<u>\$0.12</u>
eBooks – Beginning Reader (new option)	<u>\$0.12</u>
eBooks – AdvancedReader (new option)	<u>\$0.12</u>
Discover (new option)	<u>\$0.15</u>
Enciclopedia Estudiantil Hallazgos (new option)	<u>\$0.15</u>
Banco de Continedos aula Planeta (new option)	<u>\$0.15</u>
Encyclopedie Decouverte (new option)	<u>\$0.15</u>
eLearn – WB Kids in Arabic (new option)	<u>\$0.15</u>
New! - Wizard – (Language Arts, Math, Science & Social Studies /all K-8) (requires subscription to Student)	<u>\$1.90</u>
New! - Wizard – (any 1 subject and choice of K-8 grades) caps at \$1.90 when 3 or more subjects are selected (requires subscription to Student)	<u>\$0.95</u>

2. Payment Terms/ Payment Schedule

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

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified

in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).

- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: slsales@worldbook.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
- 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): Joe Castelli
Contact email address: joe.castelli@worldbook.com

- ~~c.~~ Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- ~~d.c.~~ ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:
Craig Peterson
308-995-0665

craig.peterson@esucc.org

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
March 4, 2021

1. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid were vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- b. 2021 ESUCC-Annual Buy
 - i. Training's conducted over Zoom are complete and available on the [ESUCC Marketplace Resources](#) webpage.
 1. 90 registered for trainings with 70 actually attending.
 2. Key component in training is checking the Approval Chains before any orders are placed.
 - ii. **Paper Buy Timeline**
 1. February 2- catalog opens for ordering
 2. March 10- order deadline
 3. March 15- Aggregation by Address
 4. March 15-17- Review orders, assign PO's
 5. March 18- Orders released to vendors
 6. April 12- Delivery of Paper begins
 7. June 9- Last Day without late fee
 8. June 10- Late delivery penalty 2%
 - iii. **Annual Buy Timeline**
 1. February 16- catalog opens for ordering
 2. April 9- Teacher/Staff order deadline
 3. April 14- Order Aggregation by address
 4. April 14-16- Review orders, assign PO's
 5. April 21- Orders released to vendors
 6. May 24- Delivery of items begins
 7. July 23- Last Day without late fee
 8. July 26- Late delivery penalty 2%
 - iv. Paper and Annual Buy catalogs are both open for ordering
 1. Current requisition totals compared to last year at this time (Includes requisitions Approved, Pending Approval and Created). Requisitions in

Pending Approval or Created status may not be converted to an order but we will follow up on these closer to the deadlines.

- a. 02-25-2021 Paper Buy \$216,081.41, last year's totals for the same time period was \$234,437.53
 - i. Additional Requisitions Pending Approval \$34,108.67
 - b. 02-25-2021 Annual Buy \$16,406.21, last year's totals for the same time period was \$442.66
 - i. Additional Requisitions Pending Approval \$16,191
2. We are Currently running nightly reports heading up to the deadlines for both Paper and Annual Buy.
- a. In the reports we are fixing Account issues such as:
 - i. "user is not an agency admin" for the shipping addresses. This is required for each school districts address in order to deliver the Receiving and Sorting reports.
 - ii. "user does not exist" Old accounts that have changed their email address field are fixed by also changing their username.

2. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
- b. **World Book Inc** – New Special Buy agreement with World Book that updates products offered and pricing. Pricing hasn't changed for 10 years or better.
- c. **Amazon Business**
 - i. [Questions and Meeting notes](#) for Demo on 02/10/2021, attending (Dan Schnoes, John Skretta, Gregg Robke, Colleen Lentz, Priscilla Quintana, Craig Peterson)
 1. Current Amazon Business accounts would have the opportunity to merge their accounts into the ESUCC org. Advantage would be a statewide collective buying group with discounts applied as volume increases.
 - a. Progressive Discounts, unlock incremental discounts as additional quantities are purchased for a single item
 2. 10 Districts in the state are already setup and Amazon is actively pursuing additional
 3. Provides a common gated service for schools
 4. 98% of K-12 Districts in the U.S. purchase from Amazon
 5. Lower Total cost of purchasing (averaging 6-9% discounts)
 6. Maintenance, Repair, Operations (MRO) one of the largest categories for Amazon Business
- d. **Annual Renewals –begin to open March 1**
 - i. February 18

1. Wyebot renewal (NOC)
- ii. March 1 – May 15
 1. Swank Motion Pictures – Movie Licensing
 2. World Book – Updated Encyclopedia, Rule 10
 3. Impero – Device management
 4. Newsela
- iii. March 1 – June 1
 1. Articulate 360
 2. Infobase – LEARN360
- iv. March 1 – June 15
 1. Securly – Internet Filtering
- v. March 1 – June 28
 1. Adobe VIP – Creative Suite
- vi. Others without a deadline
 1. Edgenuity
 2. Odysseyware
 3. CrisisGo
 4. Schoology

3. AEPA

- a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

4. Food Bid

- a. Finalizing the bid, will advertise for 35-40 days and make awards mid to late April.

5. Marketing

- a. Integrating Social media posts for both Facebook and Twitter, please follow and promote the following.
 - i. <https://www.facebook.com/ESUCC.Coop>
 - ii. https://twitter.com/esucc_coop
- b. **MailChimp Campaigns**
 1. [Paper Buy](#) – 1,876 Recipients, 766 Opened, 41.2% open rate
 2. [Paper Buy Deadline](#) – 2,479 Recipients, 913 Opened, 36.8% open rate in first 8 hours (02/25/2021)
 3. [Marketplace Quick Reference](#) –4,17 Recipients, 1,897 Opened, 46% open rate

4. [Newsela February](#) – 3,101 Recipients, 1,119 Opened, 36.5% open rate
5. [Annual Buy](#) - 3,758 Recipients, 1,915 Opened, 51.6% open rate
6. [Pitsco's 2021 Big Book Catalog](#) – 2,073 Recipients, 726 Opened, 35.6% open rate

6. Additional Information

- i. Communications with the following vendors/organizations throughout the month: Amazon, Capitol Electronics, Dell, KnowBe4, Navigate360, School Specialty
- ii. Webinars/Trainings attended/presented:
 1. Kearney Public Marketplace Training
 2. Dude Solutions Q1 Webinar
- iii. Meetings:
 1. GEERs – have been working with Scott, Priscilla, Deb, the GEERs committee and vendors to place/track orders.
 - a. Group1 (02-25-2021)
 - i. Delivered – 3,096
 - ii. In Shipping Channels – 3,348
 - iii. Total requested – 14,176 (Includes Apple Devices)
 - b. Group 3 (02-25-2021)
 - i. Delivered – 103
 - ii. In Shipping Channels – 1,224
 - iii. Total Requested – 5,868 (Includes Apple Devices)
 - c. Reimbursements processed weekly (02-25-2021)
 - i. \$4,027,151.01
 2. AEPA Website Committee
 3. Software Innovation