ESUCC
Regular Meeting
Thursday, March 8, 2018, 8:30 AM
ESU No. 11, 412 W. 14th Ave., Holdrege, NE 68949

Attendance Taken at 8:30 AM.

Bell ESU 10:	Present
Jeff West (NE):	Present
Dr Kraig Lofquist:	Present
Mowinkel ESU 08:	Present
Shoemake ESU 06:	Present
Standish ESU 18:	Absent
Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Dan Schnoes (NE) (ESU 03):	Absent
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Absent
Dr Larianne Polk (ESU 07):	Present
Greg Barnes (ESU 11):	Present
Paul Calvert (ESU 15):	Absent
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Constance Wickham (ESU 19):	Present

Attendance Update Taken at 8:34 AM.
Shoemake ESU 06: Absent
Attendance Update Taken at 9:06 AM.
Dan Schnoes (NE) (ESU 03): Present

1. ESU Coordinating Council Information
2. Call to Order
3. Roll Call
4. Approval of Minutes
5. ESU Share Out Topics

6. Petitions and Communications to the Board

6.1. State Board of Education and Nebraska Department of Education Report

6.1.1. ESSA Leadership and Learning Community (ELLC)

6.1.2. NDE Nebraska Education Profile (NEP) Presentation

6.1.3. NDE Communication

6.1.4. Strategic Planning Process

6.2. Association of Education Service Agency's Report

7. Executive Reports

7.1. Executive Director Report

7.1.1. ESUCC Meeting/Agendas

7.2. Executive Committee Report

8. Public Comment

9. Recommendations from Standing Committees and Project Reports

9.1. Finance, Audit, Budget Committee

9.1.1. Approve Claims, Financials Statements, and Assets for Month of February

9.1.2. Approval of February Expenses to be paid in March

9.2. Technology Committee

9.2.1. Approve TLT MSA Budget Requests 2018-2019

9.2.2. Approve NOC MSA Requisitions for 2018-2019

9.2.3. Inventory - Hardware Disposal

9.2.4. Approve BlendEd Learning Objects

9.2.5. Approve BlendEd Special Projects

9.3. Cooperative Purchasing Project

9.3.1. Approve Renewal/Extension of Schoology Special Buy contract dated June 1, 2015

9.3.2. Approve Renewal/Extension of World Book Special Buy contract dated March 1, 2015

9.4. PD Leadership Committee

9.4.1. Approve MSA PDO Funds

9.4.2. Approve SDA Budget Requests

9.5. Special Populations Committee

9.5.1. Approve SRS Fees

9.5.2. Approve SRS Tier Structure

9.6. Legislative Committee

9.6.1. Approve MSA Governmental Relations (2 year)

10. NEW ESU Chief Administrators

11. Executive Session

12. Adjournment

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

BYLAWS
OF
EDUCATIONAL SERVICES UNIT COORDINATING COUNCIL

Article I. Authority and Purpose.

Section 1. Introduction. Pursuant to NEB. REV. STAT. § 79-1245, the Educational Services Unit Coordinating Council (hereinafter referred to as "the Council") is a political subdivision of the State of Nebraska.

Section 2. Purpose of Bylaws. The purpose of these Bylaws is to provide operational guidance to the Council and to clarify the Council's relationship with other education entities.

Section 3. Authority. The powers and duties of the Council are set forth in NEB. REV. STAT. §§ 79-1245 to 79-1249 as it may be amended from time to time. These Bylaws shall in no way limit or alter the authority and duties of the Council as provided by law.

Section 4. Mission. The mission of the Council is to provide the most cost-effective educational support for students, teachers, and school districts in each Nebraska educational service unit by facilitating statewide coordination of educational services and strategic planning.

Article II. Membership and Meetings.

Section 1. Number of Members. The Council shall initially have seventeen (17) members, one (1) administrator from each of the seventeen (17) Nebraska educational service units. The Council may involve liaisons from other educational entities and State agencies in its meetings and activities. If, at any time, the number of educational service units changes, the number of members on the Council shall also change so the number of members on the Council remains the same number as the number of existing Nebraska educational service units.

Section 2. Member Responsibilities. Each member is responsible for attending meetings and faithfully and diligently executing any responsibilities or tasks delegated by the Council to carry out its statutory powers and duties.

Section 3. Regular Meetings. In May of each year, the Council shall approve meeting dates, times and locations for the next 12 months. The Council shall meet at least once annually and schedule the number of regular meetings

that it deems appropriate for each 12-month period. The Council shall endeavor to set meetings on dates and at locations that accommodate the schedule of its members and of the State's education community. Regular meetings shall be noticed and held pursuant to the Nebraska Open Meetings Act.

Section 4. Special Meetings. Special meetings of the Council may be called by the President of the Council or by a majority of Council members for any lawful reason. Special meetings shall be noticed and held pursuant to the Nebraska Open Meetings Act.

Section 5. Quorum. No action may be taken on a matter at a Council meeting unless a majority of Council members are present at the meeting either in person or via teleconference pursuant to NEB. REV. STAT. § 84-1411 as may be amended from time to time.

Section 6. Voting. If a quorum is present, the affirmative vote of the majority of Council members present at the meeting and entitled to vote on the subject matter shall be considered an act of the Council unless of a greater vote is required by law. All votes shall be by roll call vote and recorded in the minutes of the Council meeting.

Section 7. Recessed Meeting. A majority of Council members present at any meeting may vote to recess the meeting to a different date, time and/or location. Any business which might have been transacted at the original meeting may be transacted at the rescheduled meeting if a quorum is present at such recessed meeting.

Section 8. Commissioner of Education. The Commissioner of Education shall be invited to attend or to send representatives from the Nebraska Department of Education in his or her stead, to each regular meeting of the Council.

Article III. Officers.

Section 1. Number and Qualification. The initial officers of the Council shall consist of a President, a President-Elect, a Past-President, a Secretary, a Treasurer and such other officers as may be deemed necessary by the Council. Together these officers shall comprise the Executive Committee of the Council.

Section 2. Election and Tenure. The officers of the Council shall be elected at the first regular meeting of the Council. Election may be by either voice vote or written ballot and shall require a majority vote of all members present at the meeting at which the election occurs. Thereafter the officers shall be elected bi-annually at the September meeting or as soon thereafter as convenient. Each officer shall hold office for two years or until his or her successor is duly elected and qualified, unless his or her service is terminated sooner because of death, resignation, removal, disqualification or otherwise.

Section 3. Removal. Any officer of the Council, either elected or appointed, may be removed by a vote of the majority of the Council. Election or appointment of an officer or agent shall not of itself create a contractual relationship between the officer and the Council or give the officer any contract rights.

Section 4. Vacancies. A vacancy in an office due to death, resignation, removal, disqualification or otherwise shall be filled by a vote of the Council in the same manner as provided in Section 2 above, at the Council's next regular meeting after the vacancy becomes known to the Council.

Section 5. Duties and Authority of Officers.

(a) President. The President shall be the principal executive officer of Council. The President shall cause all meetings of the Council to be lawfully noticed and prepare an agenda for each meeting of the Council in accordance with state law. When present, the President shall preside at all meetings of the Council. The President may sign, with the Secretary or any other officer of the agency authorized by the Council, checks, contracts or other instruments which the Council has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Council or these Bylaws to some other officer or agent of the Council or required by law to be otherwise signed or executed. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Council from time to time.

(b) President-Elect. In the absence of the President or in the event of his or her death, inability, or refusal to act, the President-Elect shall perform the duties of the President. When so acting the President-Elect, shall have all the powers of, and be subject to all the

restrictions upon, the President. The President-Elect shall perform such other duties as from time to time may be assigned by the President or by the Council.

(c) Past-President. In the absence of the President or the President-Elect or in the event of his or her death, inability, or refusal to act, the Past-President shall perform the duties of the President. When so acting the Past-President, shall have all the powers of, and be subject to all the restrictions upon, the President. The Past-President shall perform such other duties as from time to time may be assigned by the President or by the Council.

(d) Secretary. The Secretary shall prepare minutes of the meetings of the Council, serve as the custodian of the Council's records, keep a current roster of the physical and e-mail addresses of all Council members, and perform all duties incident to the office of Secretary, and perform such other duties as from time to time may be assigned by the President or by the Council.

(e) Treasurer. The Treasurer shall have charge and custody of and be responsible for, all funds and securities of the Council, receive receipts for all securities and monies due and payable to the Council from any source whatsoever and give such receipts to the Council, deposit all such monies in the name of the Council in such banks, trust companies, or in other depositories designated by the Council, and perform all the duties incident to the office of Treasurer and perform such other duties as from time to time may be assigned by the President or by the Council. If required by the Council, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Council shall determine.

(f) Executive Committee. The Executive Committee shall meet as needed to prepare for Council meetings, to formulate recommendations for the Council, and for such other reasons as deemed appropriate by the President or as directed by the Council.

Article IV. Administration.

Section 1. Reimbursement for Expenses. Council members and Council employees shall be entitled to reimbursement for actual expenses incurred in the performance of their duties as allowed by NEB. REV. STAT. § 79-1217 and other laws and applicable regulations as they may be amended from time to time. No request for reimbursement shall be submitted by an individual for an expense which has been paid by an educational service unit, other educational agency, or political subdivision. No charge for mileage shall be allowed when such mileage accrues while using an automobile owned by the State of Nebraska or one of its political subdivisions.

Section 2. Budget. The Council shall annually adopt a budget as required by the Nebraska Budget Act. Fiscal agents shall, pursuant to the agency agreement between the fiscal agent and the ESUCC, segregate funds contributed to a project from other funds maintained by the fiscal agent, either by maintaining a separate account of the Council designated for such a purpose or by maintaining a segregated fund within the budget of the educational service unit serving as fiscal agent. The Council shall require each fiscal agent appointed by the Council to provide to the Council quarterly statements of all activity for each project.

Section 3. Agency Agreements and Fiscal Agents. The Council may enter into agency agreements with individual educational service units or other public or private entities. The purpose of such agreements will be for the Council to delegate to the agent entity the authority and responsibility to oversee particular statewide cooperative projects. The agency agreement shall specify whether the agent entity will also serve as the fiscal agent for the project.

Section 4. Powers. The Council shall have the power to:

(a) Purchase and/or lease supplies, materials and equipment and enter into a contract with any person, firm, corporation or other entity.

(b) Accept for any of its purposes and functions any and all donations, grants of money, equipment, supplies, materials and services, conditional or otherwise from any person or entity, and receive, utilize, and dispose of the same. The nature, amount, and conditions, if any, attendant upon any donation or grant accepted

pursuant to this section shall be detailed in the annual report of Council.

(c) Employ, compensate, evaluate and discharge staff limited only to those persons necessary to carry out its duties and functions;

(d) Establish committees as it deems necessary for the purpose of advising the Council on any and all matters pertaining the Council's duties or activities;

(e) Indemnify or reimburse any person in the same manner as an educational service unit board is authorized to do pursuant to NEB. REV. STAT. § 79-1217 as may be amended from time to time;

(f) Take any other action authorized, either explicitly or implicitly, by Nebraska law, including any action that may be necessary to perform its duties and functions as provided in these Bylaws.

Section 5. Annual Plan. The Council shall develop a written document outlining the programs, services and other projects which the Council will operate each year ("Annual Plan"). The Council will annually review the Annual Plan and may amend it as the Council deems necessary.

Section 6. Advisory Committees. The Council may solicit input from advisory committees comprised of teachers, administrators, board members, staff development staff, and other individuals. The role of these committees shall be advisory only, and no recommendation or proposal by any advisory committee shall be final until acted upon and adopted by the Council.

Article V. Other Matters.

Section 1. Fiscal Year. The fiscal year of the Council shall begin on ~~July 1~~ September 1 and end on ~~June 30~~ August 31. (Amended March 3, 2010)

Section 2. Liability Insurance. The Council shall obtain adequate insurance to cover itself, its members and its agents, employees, volunteers, or other persons in performing duties to the Council. Adequate shall mean an amount, if available, which will satisfy the maximum claims that could be made under Nebraska's Political Subdivision Tort Claims Act.

Section 3. Amendment. These Bylaws may be amended from time to time as deemed necessary by a majority of the Council. All such amendments must be in writing, appended to this document and signed by the Council Secretary.

Section 4. Intellectual Property. All rights to any intellectual property (copyright, trademark, patent, etc.) created in connection with any project reflected in the addenda to these Bylaws shall be owned by the Council.

These Bylaws were adopted by the Educational Service Unit Coordinating Council at a meeting lawfully held pursuant to the Nebraska Open Meetings Act this _____ day of July, 2008.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Robert Uhing, Administrator
Educational Service Unit No. 1

Michael Ough, Administrator
Educational Service Unit No. 2

Gill Kettelhut, Administrator
Educational Service Unit No. 3

Jon Fisher, Administrator
Educational Service Unit No. 4

Al Schneider, Administrator
Educational Service Unit No. 5

Dan Shoemake, Administrator
Educational Service Unit No. 6

Norman Ronnell, Administrator
Educational Service Unit No. 7

Randy Peck, Administrator
Educational Service Unit No. 8

Mick Loughran, Administrator
Educational Service Unit No. 9

Wayne Bell, Administrator
Educational Service Unit No. 10

Ron Karr, Administrator
Educational Service Unit No. 11

~~Terry Miller~~, Administrator Jeff West
Educational Service Unit No. 13

Brent McMurtrey, Administrator
Educational Service Unit No. 15

Margene Beatty, Administrator
Educational Service Unit No. 16

Dennis Radford, Administrator
Educational Service Unit No. 17

David Myers, Administrator
Educational Service Unit No. 18

Dennis Pool, Administrator
Educational Service Unit No. 19

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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. (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; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body (1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. 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 (a) 24 hours before the scheduled commencement of the meeting or (b) 48 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; (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation 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; and (e) 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. 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, or of the governing body of a public power and irrigation district 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, or member public agencies of the entity or pool covers more than one county; (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which an educational service unit board member, a council member, a member of a community college board of governors, a member of the governing body of a public power district, a member of the governing body of a public power and irrigation district, or a member of the entity's or pool's governing body will be present; (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, 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, recordation 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, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice; (g) The telephone conference call lasts no more than two hours; and (h) No more than one-half of the board's, council's, governing body's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that a 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. 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 24 hours in advance; (d) No more than 25% 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 21 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 municipality, a county, a learning community, a joint entity created pursuant to the Interlocal Cooperation Act, a joint public agency created pursuant to the Joint Public Agency Act, or an agency formed under the Municipal Cooperative Financing Act which utilizes an electronic voting device which allows the yeas and nays of each member of such city council, village board, county board, or governing 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 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.

§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 120 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 120 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 August 2013

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ESUCC Redesign Work with Susan Leddick
February 7, 2018
LPS Admin Building

Design Team Session 1 will be characterized by small group work, reporting out to full group, dialogue, and development of consensus among the group. Susan Leddick will provide templates and protocols to guide the activities. She will also provide written documentation of the work in progress.

Working Agenda:
Welcome members and issue the charter to the Design Team

- Plan or be planned for!
- If we could have what we want, what would it be?

Process

- Help organization **communicate** progress to and **involve** the stakeholder groups.
- Help the organization **organize** the information gathered from the stakeholders and from the Design Team, itself.
- **Develop** the design of ESUCC based on stakeholder information and context.
- Helps the organization plan for **implementation** of the new design.
- Serve as **ambassadors** for the process design.

A Critical Choice

- Improve
    - Start with what is
    - Try to predict the future
    - Look for opportunities and threats in the present
    - Accept incremental change

- Design
    - Start with what you would have right now if you could have what you want
    - Try to create the future you want
    - Understand how the present locks you in
    - Produce order of magnitude change

Thinking together

- Why Design?
    - Improve – locked in; Design process we have access to everything
        - Create our own future – get a say in process

    - Improve – reacting; Design – look at what we do and do the design a whole lot better.
    - Improve – thinking inside the box; Design – step outside the box and work toward the future.

Why is this important work for the ESUCC right now?

- The aha moment – we are not ESU, we are ESUCC – we used to be a rubber stamp, now we communicate through a process
- Find the data sources that define the ESUCC – how do we check progress?

Too often the case – we do our best but we stay the same.

The job ahead in ESUCC

Design the Next Generation of ESUCC
Make it the best and most exciting set…

Interactive Design Phase

- **Engage**
- **Envision**
- **Enact**

Solution

Interconnect challenge; No right answer
Formulate the Set of Interacting Challenges
Participation – exciting limit constrained
Design the preferred solution
Short term wine; remove obstacles for long term wins; leadership is critical
Plan and execute Implementation (Successive approximations)

Working Together….Getting Organized

- ESUCC Context
- Working with stakeholders – how to work with them and seek their voice
- Interacting problems – working proactively
- Design demands leadership for action

Building our Team

- North Action – Just do it!
    - Get stuff done
    - Take time to listen to all ideas
- East – Vision – What are the possibilities?
    - Explain what is important
    - Need to provide opportunity for forgiveness
    - Vision can't help without details, caring
- South – Caring – What do you think?

    - If we care we will step up as good leaders and take care of everyone. For those that don't care – help them find a place where they do care. Take action and do things.
- West – Details – Who? What? When? Where? Why?
    - Harmful – analysis paralysis
    - Need time to provide reason/process

Compass Point:

- Strengths: Our contributions to a group
- Limitations – what should we watch out for
- Requests: what we need to do our best work
- Friction: Others annoy us when they….

Ground Rules – How we want to work together?

1. Treat each other with respect
2. Keep an open mind
3. Listen to understand
4. Balance advocacy and inquiry
5. Maintain confidentiality
6. Take risks
7. Tell the truth
8. Be present
9. Have fun

ESUCC History and Context

2007 – ESUCC created

Master Timeline (whiteboard)

Group 1 - picture of chart paper
Group 2 - picture of chart paper
Group 3 - picture of chart paper
Group 4 - picture of chart paper

1965-1980
1980-2007
2007-Present

What happened repeatedly –

- Several things that fit both accomplishments and challenges
    - Stars
    - State Formula
    - Consolidation – ESU 12 and ESU 14

    - Funding
- Being questioned on the role of ESUCC – reaffirming the value to schools (Value Proposition – if we provide these services it provides; financial proposition)
- Helping to define the worth collectively
    - What data do we have to demonstrate our value?
- If we didn't have the ESUs – how does this affect students, teachers?
- Coop – we get vendor price line – the vendor offers the prices outside of that to schools
- In the beginning the group was more social. Important but how to do legally.
- Equity plan – making equitable across the state. Created the Cores Service Formula to make things more equitable. The formula has ebbed and flowed over time.
- Lots of free standing agreements among ESUs, by bringing under one umbrella we have one MSA Agreement. There was no accounting that structure all projects.
- What needs to be a part of ESUCC and what needs to stay at ESU level?
- When it was a loose organization it was dangerous – now there is more structure.

Statewide Functions - Statute

Statewide coordination

State Statute Section 79-1246

The Educational Service Unit Coordinating Council shall work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each educational service unit. The council's duties include, but are not limited to:

- Preparation of strategic plans to assure the cost-efficient and equitable delivery of services across the state
- Administration of statewide initiatives and provision of statewide services
- Coordination of Distance Education

Brief background on ESUCC, the history of ESUs in Nebraska, ESAs nationally, and the changing demands on the education system and the ESUs in Nebraska

Begin the work of understanding the current system and what holds it in place: What's the context in which ESUCC is operating today?

Success changes the game: How the definition of success is changing for ESUs.

Social System - parts made up of people

- Power - ability to influence decision of value and for others.
- Wealth - what's our worth
- Beauty - relating to each other - belonging
- Values - how we manage conflict - what do we value as a group
- Knowledge - what is our no-how - expertise - how do we measure

Getting Started...Always in the Middle of Something

Context - matters tremendously - what are we in the middle of

Context Map

- Trends
  - Positive
    - valued relationship with NDE - streamline POC
    - stronger solution agent
    - more trust and relationships amongst ESU - as opposed to individual work
    - increased input from affiliates
  - Negative
    - unknown of what we do - tying CC to schools district
    - funding -
      - diminishing revenue sources
      - what needs to be funded
      - what does equitable mean
    - working with NDE Board
      - distrust with NDE/BOE
    - little political clout
- Political
  - legislative term limits
  - institutional knowledge of esus and esucc due to limits
  - legislational assumptions/blinders - lack of awareness
  - lack of trust/respect for ESUCC
  - tax relief
  - charters and vouchers
  - efforts to demise public schools
  - unicameral vs party system
  - Governor wants to do away with NDE and appoint Commissioner - Legislative Resolution - LR285CA
  - National educational agenda
  - Education Chair - no need for ESUs
- Economical Climate
  - conservative/cut spending - legislative disposition
  - legislative - governance of conservatism to cut spending
  - reliance on property tax to funds education - cut schools, ESUS, ESUCC
  - local to fund schools in each ESUs and expectations - locals will support their schools.
  - eroding core service dollars
  - importance of contract services in our ESUs - started with provisioning of SPED services. Are we to be more entrepreneurial?
- Technology
  - having good management of tech at state level
  - who does what/who are main players
  - project completion
  - ease of communication

        - are we looking at more statewide connections/growth
        - transition of looking at 1:1 as tools not the instructions
    - Uncertainty
        - unknown expectation/communications
        - who's responsible
        - roles in projects - who owns what
        - access, ability, time for development (limited)
        - technology plan
        - setting our own priorities - be on the cutting edge
    - Customer Needs

Group - What are we in the middle of?

Look fors:
How structured or organized
Interesting Services
Value proposition

- Communication at Unicameral level - knowing their role
- Uncertainty with great opportunity
    - not be seen as a resource to take up resource but provide solutions
- Use our organization more effectively and share best practices across the state
- Strengths in the number of people in this room - communicate as one voice

Problems
    Technical
    Adaptive

Take a field trip to...

- Iowa AEA System (http://iowaaea.org/)
    - nine aea's
    - members pay to make it run
    - they offer the same type of services -
        - learning online
        - purchasing
        - AEA online
    - bring tech together
    - build the collective and organizational capacity of AEA personnel to delivery quality service as co-owners of every student learner.
    - contract between dept/state for student achievement
    - no state funding
    - advocate for trainers - leadership
- Association of ESDs in Washington State (https://www.waesd.org/)
    - governed by exec board like us
    - board members are elected by local school board members

    - state funded
    - services are much like ours
    - offer the accreditation process
    - impressive website - data, return on investment, charts
    - documents for legislature - executive summary
    - Executive Director - one of the Board members become the director for two years - liaison for state department.
- Ohio ESC Association (https://www.oesca.org/)
    - governance structure similar as ours
    - superintendent of state on the board
    - business partners
    - individual memberships - benefits that they are entitled to
    - pay dues
    - retired member still get benefits
    - standing committees - directly related to goals
    - main goal to increase active membership
    - staff is executive director and executive assistant
    - elevator speech on who/what you are
    - summer school
    - extended school year plans
    - license foreign language
    - vendors vetted through agency for state
- PA Association of IUs (https://www.paiu.org)
    - entrepreneurial
    - similar organization
    - executive direct, program director, and executive assistant
    - high speed educational network
    - keystone catalog - online courses - most have fees
        - program of services
    - management of conflict

What does the virtual trip make you think about our role for the future - implications

- focusing our needs on better or higher quality of the things that we do - websites, education, stuff we do for districts, don't chase things too far if we can do better
- communication with all education organizations in the state : NCSA, NASB, etc
- legislation - is what we doing effectively and timely. Can we communicate with our senators cause we aren't getting message there
- purposeful - coop, legislation - enhance to next level
- defining needs from the legislation - ie: summer school - joint plan
- sharing of PD resources - housing of content, train in other areas that needs that expertise
    - greater as a whole than individually
- more diverse than what our focus has been - initiatives should be based on school needs - face to face conversations meet the needs better than survey

- website, marketing, and accreditation piece
- leadership needed to enact

The Definition of Success is Changing for State Networks:
From This | To This

Group 1
Group 2
Group 3
Group 4

ESU Stakeholder Analysis (framework listed here; small groups will complete this table)

Stakeholder	Expects to Get	Can Give	Degree of Influence/Stake

Stakeholder Analysis: ESUCC

February 8, 2018 8:00 a.m. – 4:00 p.m.

Working Agenda:

✓ Draft the problem formulation: what is the set of interacting and dynamic challenges ESUCC designers face?

✓ Collect design specifications from the Design Team. (Answer the design question, "what would we have if we could have what we want in the next generation of ESUCC?") This activity will serve as a model for subsequent data collection from stakeholder groups. The Design Team will decide which stakeholder groups to include and will use the protocol Leddick provides to conduct these data gathering sessions and document the comments.

✓ Establish next steps, including validation of insights from Session 1, communication plan, collection of specifications from selected stakeholder groups and any additional preparation for Session 2 (May 7-8).

✓ Set a date for a progress check call in late March.

✓ Evaluate the meeting and adjourn

Three things:
What struck you as you thought about your design team's work in the first session?
Share with your partner?

- Many great minds in the room.
- Need to justify our existence through marketing ESUCC
- Like looking at other states
- Open and honest dialog - non-threatening
- Helpful to have the knowledge from peers

    - How to we record the history and retain
- What can ESUCC do that can't ESUs can't do without us (system)
- Why have this level of bureaucracy if it is not needed?
- Impressed with how everyone was willing to share ideas that would not happened in our meetings
- Intriguing to hear all the parts...can we come out with one common story

A System is a set of highly differentiated parts that when working together can produce outcomes no one of them can produce alone. R.L. Ackoff

Summer School Discussion
Summer School Criteria - example
How to act as a model - whole

Parts
individual LEAs/school districts
parents
non-proficient students
AEAs (curriculum directors, tech, business managers, facilities, etc)

Who's responsible?
nine leaders of AEAs working together equivalent of ESUCC

What is the whole system doing?
Consistent message - uniform voice
Pool resources - coordinate resource
Can they do what they do when working together better than what they do in silos?

How would things be different at ESU and ESUCC levels (whole) if we took this approach with the ESUCC on big initiatives?

How to respond to State Initiative?
Picture
Initiative > Identify the Challenges LEAs (customers) will have > Identify how the ESUs can help > Identify the groups of decision makers (solutions provider) > Develop guidelines to coordinate resources; produce guidelines for consist decision at the local level > Deploy > Evaluate > Improve

Avoid "done to you"
Consistent message
**Influence ahead of Initiatives
Gives affiliates a place
When NDE sets an initiative we need to be at the table.
NDE needs to be better about communication initiatives and allow them to decide to how to proceed and who to involve.

Competitive Grants caused more issues...went to State Dept and said we will be the POC and every need met.

- Stakeholder Analysis - finish

ESU Stakeholder Analysis (framework listed here; small groups will complete this table)

Stakeholder	Expects to Get	Can Give	Degree of Influence/Stake
ESUs	Opportunity to bounce ideas off peers (Network of support) Coordination of efforts statewide Consist, coordinated vision Advocacy for all members Provide consistent guidance or parameters for special projects delivered through the ESUs Manage collaboration with NDE Provide Solution leadership	Expertise Development of Initiatives Think Tanks Identification of expressed and latent needs and help develop solutions Contractual support Collegiality Implementation Initiatives Leadership structure (ESU Superintendents and the affiliate leaders ARE the CC)Statewide Presence for distribution (communication pipeline between LEAs and CC) diversity Initiate best practices Learning from "best known" practice	High influence/Medium to high
Affiliates	Inclusion in identifying statewide initiative and project Autonomy to respond collaboratively - agility and nimbleness to accomplish outcomes Link to school districts Coordination across affiliates groups (coordinated vision and work) Understanding of purpose of their work together - more deliberate about purpose Training opportunities with the defined purpose Direction not directed Leadership, presence, engagement, support, and direction Respect for who they are and what they do Ability or platform for sharing models and practice	Staff expertise and time for implementation Connection point in the school district Market/client needs Information Problem identification Voice of the affiliate groups Diversity of viewpoints and perspectives Honest assessment of the system from their perspective	Medium to low influence at present; desire to raise Medium to low stake
Dept of Ed	Coordination of capacity - (skills, talents, expertise) Solution Leadership (assertive suggestions about mutual activities to address issues or	Respect/trust Awareness of the supports Seat at the table to be part of conversation Funding	High to Medium Influence High stake

	challenges in the education system) Relationships with School Districts Stakeholder engagement Communication Mutual Trust	Insight into the world of the state and federal bureaucracies	

Stakeholder Analysis: ESUCC

Purpose - Understand the set of interacting problems

- Problem Formulation

Solution Group Document - both pieces

The Solutions Group

- Take problem and figure out best possible solution.
- The solutions Group (TSG) is a full service education consulting firm
- Clients are the 50 school districts i a four-county area
- TSG offers professional development, technology, media, direct special education services, and a variety of other customized solution.

Themes: (Don't forget feelings) Put each on a sticky note:

- Many areas of focus
- Poverty
- Self Doubt
- Peer to peer support
- Fragmented
- Time Limitations
- No strong knowledge base
- External Demands
- Discipline Issues
- Overwhelmed - no support
- Frustrated

Connect the themes: ie: External Demands - Leads to - Frustration
Create a Mess Map

Group 1
Group 2
Group 3
Group 4

Possible Outcomes:

- Work on Instructional Models
- Coaching for Principals
- Create a discipline model

Critique List of Recommendations

- Doesn't match list of themes
- being done to principals - without engaging them
- no emotional voting/response
- give them what has always been done

What's the set of interrelated problems facing ESUCC?

- Brainstorm the most important themes you believe to be at work as we begin the ESUCC design process.
- Draw and label arrows that show the dynamic interactions among the themes
- Be ready to post and explain your work

Another Example of Mess Map - more dynamic

Work in Process

ESUCC Mess Maps

Group 1

- Purpose
- Branding/Marketing for the CC
- Relevance
- NE Education Leaders

Group 2

- Defining Roles of the ESUCC
- ESUCC overall structure
- Relationships with outside stakeholders
- Advocacy

Group 3

- Well defined Marketing Process
- Structured Communications process within and across the infrastructure
- Response to LEA Needs

Group 4 **Pic 2**

- Advocacy for the ESU System (all levels)
- Two-Way communication - statewide initiatives based on LEA needs
- Define the purpose and role of ESUCC

Collect Design Specification

Each group to enter into spreadsheet

Establish next steps

Gathering information from affiliates and NDE
Deb to set a meeting with Affiliates and Susan regarding their specs
Add items as you think of them to the spreadsheet until around the first of May.

Next dates May 7-8 in Kearney

Set a date for progress check call in late March - possible April ESUCC Meeting on April 4

Evaluate the meeting and adjourn
What happened here?
Honest conversations about where we are and where we hope to be
No restrictions on change - everything is on the table
Good involvement from all members of the Design Team
We focused on ESUCC not ESUs
Exciting opportunity to focus on change
Affiliate added good input
Took important step toward increased relevance in the NDE education system.
Promoting engaged leadership

Be ambassadors for this work and remain positive.

What did we do really well and what would we do different?
Made people feel comfortable.
All had similar issues
Fortunate to have affiliate members at the table
All voices were heard
Nice balance of inquiry and advocacy

Change
Brain Breaks
Power point available prior
Mix people up (work in three groups next time)

Adjourn meeting at 2:45 PM

ESU Coordinating Council Regular Meeting
February 7, 2018 at 9:00 AM
Central LPS Admin. Bldg.
5905 O Street
Lincoln, NE 68501

Attendance Taken at 9:00 AM.
Heimann ESU 01: Present DeTurk ESU 02: Present Schnoes ESU 03: Present Robke ESU 04: Present McNiff ESU 05: Present Shoemake ESU 06: Present Polk ESU 07: Absent Mowinkel ESU 08: Present Lofquist ESU 09: Present Bell ESU 10: Present Barnes ESU 11: Present West ESU 13: Present Calvert ESU 15: Absent Paulman ESU 16: Present Erickson ESU 17: Present Standish ESU 18: Absent Wickham ESU 19: Present

Attendance Update Taken at 9:13 AM. Polk ESU 07: Present
Attendance Update Taken at 9:40 AM. Calvert ESU 15: Present

ESU Coordinating Council Information
Call to Order
Call to order at 9:05 AM

Staff: Dave Ludwig, Deb Hericks, Priscilla Quintana, Scott Isaacson, Craig Peterson, Colleen Lentz
Guests: Karen Haase, Dean Folkers

Roll Call
Approval of Minutes

Motion to approve the minutes as presented Passed with a motion by DeTurk ESU 02 and a second by Paulman ESU 16.
Heimann ESU 01: Yea DeTurk ESU 02: Yea Schnoes ESU 03: Yea Robke ESU 04: Yea McNiff ESU 05: Yea Shoemake ESU 06: Yea Mowinkel ESU 08: Yea Lofquist ESU 09: Yea Bell ESU 10: Yea Barnes ESU 11: Yea West ESU 13: Yea Paulman ESU 16: Yea Erickson ESU 17: Yea Wickham ESU 19: Yea
Yea: 14, Nay: 0

Executive Reports
Executive Committee Report
Executive Committee met to discuss communication and protocol.

Public Comment
There was no public comment.

Finance, Audit, Budget Committee
Approve Claims, Financials Statements, and Assets for Month of December
Committee shared discussion in Budget Committee.

Approve Claims, Financials Statements, and Assets for Month of December Passed with a motion by Schnoes ESU 03 and a second by Mowinkel ESU 08.
Heimann ESU 01: Yea DeTurk ESU 02: Yea Schnoes ESU 03: Yea Robke ESU 04: Yea McNiff ESU 05: Yea Shoemake ESU 06: Yea Mowinkel ESU 08: Yea Lofquist ESU 09: Yea Bell ESU 10: Yea Barnes ESU 11: Yea West ESU 13: Yea Paulman ESU 16: Yea Erickson ESU 17: Yea Wickham ESU 19: Yea
Yea: 14, Nay: 0

Approval of January Expenses to be paid in February
Total: $190,939.36
Committee shared discussion in Budget Committee.

Recommend motion to approve January expenses to be paid in February Passed with a motion by Schnoes ESU 03 and a second by Wickham ESU 19.
Heimann ESU 01: Yea DeTurk ESU 02: Yea Schnoes ESU 03: Yea Robke ESU 04: Yea McNiff ESU 05: Yea Shoemake ESU 06: Yea Polk ESU 07: Yea Mowinkel ESU 08: Yea Lofquist ESU 09: Yea Bell ESU 10: Yea Barnes ESU 11: Yea West ESU 13: Yea Paulman ESU 16: Yea Erickson ESU 17: Yea Wickham ESU 19: Yea
Yea: 15, Nay: 0

Technology Committee
Committee Chair discussed committee discussions.

ADVISER Update
Scott will give an update on ADVISER.

Committee Chair shared the attached contract with DoubleLine Partners. Discussing use of Innovation Grant funds to help pay for the updates to ADVISER. This contracted work would help get the Dashboard operational and ready to move forward. Funds to be used out of the Innovation Grant through the contracted services funds. This contracted work would be up to the quoted $19,200.

Motion to approve the contract with DoubleLine Partners as approved by Legal Passed with a motion by DeTurk ESU 02 and a second by West ESU 13. Robke ESU 04: Nay McNiff ESU 05: Nay Shoemake ESU 06: Nay Heimann ESU 01: Yea DeTurk ESU 02: Yea Schnoes ESU 03: Yea Polk ESU 07: Yea Mowinkel ESU 08: Yea Lofquist ESU 09: Yea Bell ESU 10: Yea Barnes ESU 11: Yea West ESU 13: Yea Paulman ESU 16: Yea Erickson ESU 17: Yea Wickham ESU 19: Yea
Yea: 12, Nay: 3

Cooperative Purchasing Project
Committee Chair shared discussion in Coop Committee.

Approve Annual Buy Awards - 100 Electronics Coop Director discussed the 1000's section.
Motion to approve the Annual Buy line item 100-Electronics section awards as awarded by ESUCC Coop staff. Passed with a motion by Bell ESU 10 and a second by Mowinkel ESU 08.
Mowinkel ESU 08: Yea Bell ESU 10: Yea
Yea: 2, Nay: 0

Motion to approve the Annual Buy line item 100-Electronics section awards as awarded by ESUCC Coop staff. Passed with a motion by Mowinkel ESU 08 and a second by Polk ESU 07.
Heimann ESU 01: Yea DeTurk ESU 02: Yea Schnoes ESU 03: Yea Robke ESU 04: Yea McNiff ESU 05: Yea Shoemake ESU 06: Yea Polk ESU 07: Yea Mowinkel ESU 08: Yea Lofquist ESU 09: Yea Bell ESU 10: Yea Barnes ESU 11: Yea West ESU 13: Yea Paulman ESU 16: Yea Erickson ESU 17: Yea Wickham ESU 19: Yea
Yea: 15, Nay: 0

PD Leadership Committee
PD Leadership Committee did not meet during the month of February.

Special Populations Committee
Special Populations Committee did not meet during the month of February.

Legislative Committee
Legislative Committee met and discussed the current legislative session.

Recess to Redesign Work
Recess to Redesign Work at 9:42 AM. Recess for day at 4:00 PM.
Reconvene at 8:00 AM on Thursday, February 8, 2018

Adjournment
Adjourn Meeting at 2:45 PM.

THE ESSA LEADERSHIP LEARNING COMMUNITY

LEADERSHIP TO SUPPORT ALL NEBRASKA'S LEARNERS

The Wallace Foundation®

ELLC The ESSA Leadership Learning Community

ESSA Leadership Learning Community

Purpose of the ELLC:

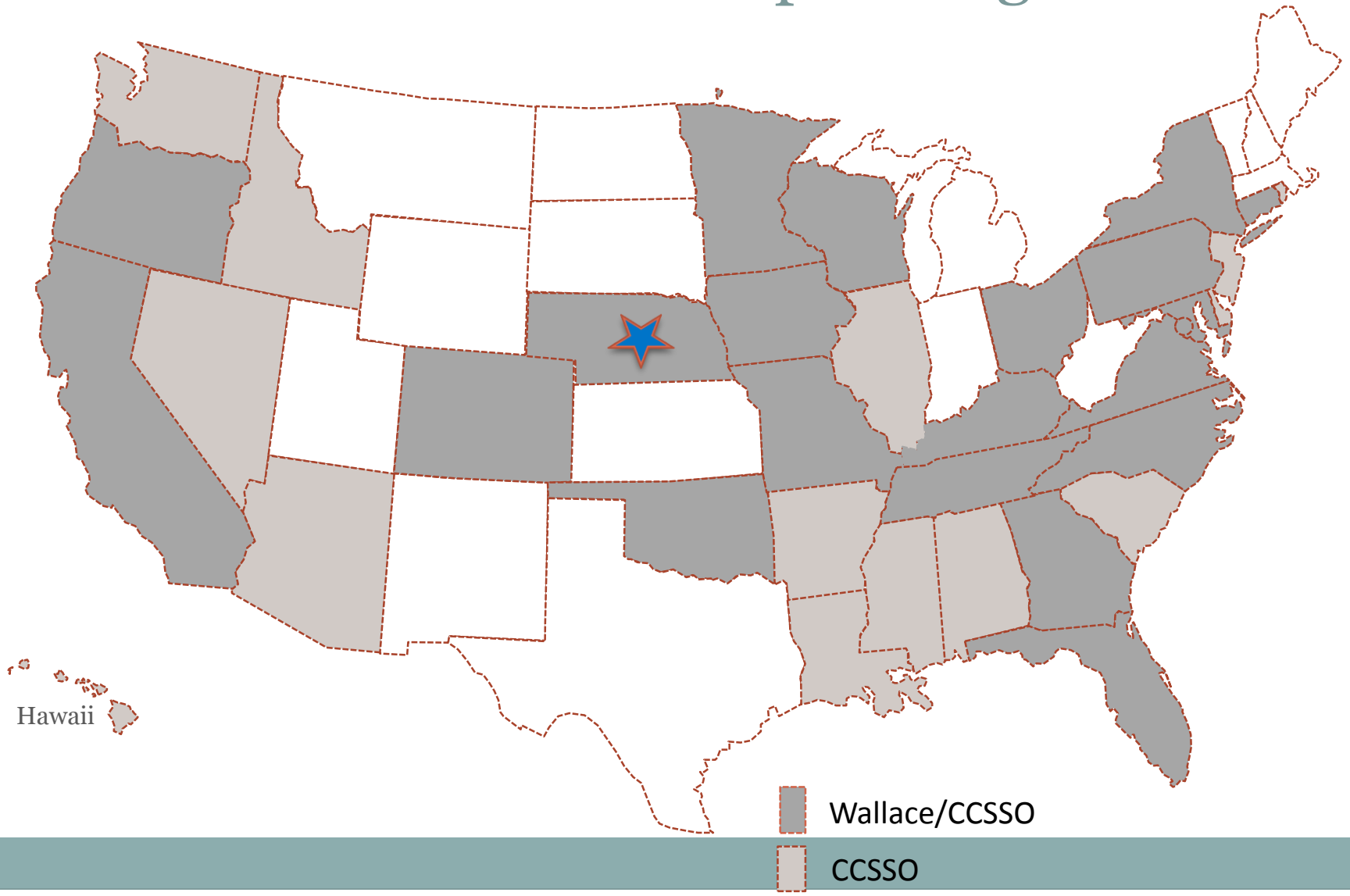
To assist states and districts in **using ESSA funding to build the capacity of education leaders** to implement supports and interventions to turn around schools most in need of improvement.

NE, OH, PA, TN, WI, NY, MD, MN, OR, MO

- Funded by The Wallace Foundation
- In partnership with:
  - New York City Leadership Academy
  - Council of the Great City Schools
  - Council of Chief State School Officers
  - National Urban League
  - Education Counsel

ELLC The ESSA Leadership Learning Community

34 states and D.C. working with Wallace and/or CCSSO on school leadership strategies



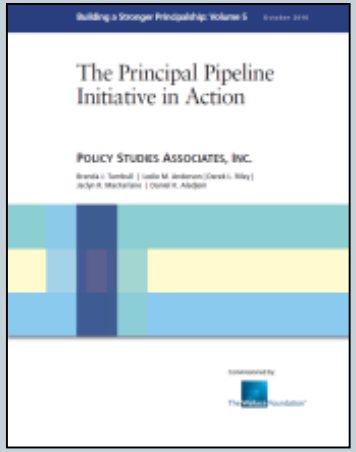
Nebraska's ELLC

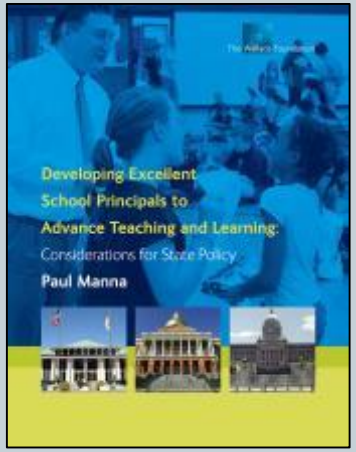
- NDE: Commissioner Blomstedt, Deputy Commissioner Frison, Ryan Foor, Janine Theiler
- OPS: Superintendent Evans, Melissa Comine, Lisa Utterback,
- Urban League of Nebraska: CEO Thomas Warren and Wayne Brown
- ESU 7: Larianne Polk
- Higher Education: Dick Meyer, UNK; Nick Pace, Sarah Zuckerman, Jiangang Xia, UNL
- NCSA: Mike Dulaney, Dan Ernst

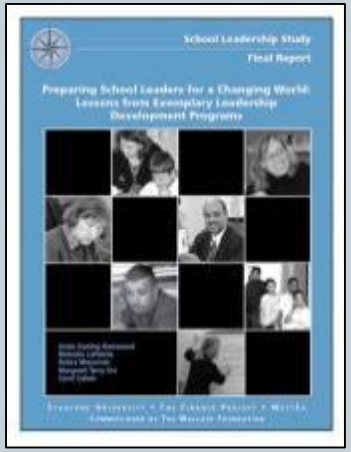
- Brad Portin, University of Washington, Team Facilitator; Steve Gering, Team Discussion Driver

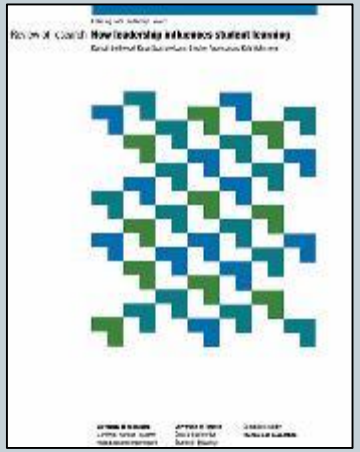
- Begun in September 2016 representatives of the team has been meeting three times each year in New York with the other 9 states
- The full team meeting in Nebraska approximately once each month
- New colleagues joining all the time

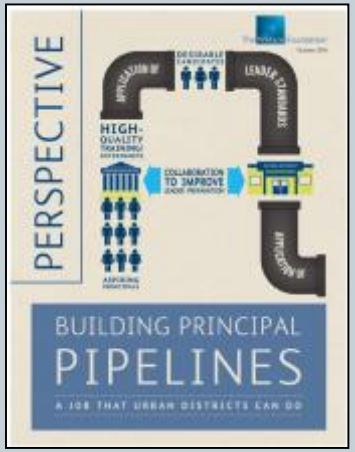
Wide array of research on education leadership

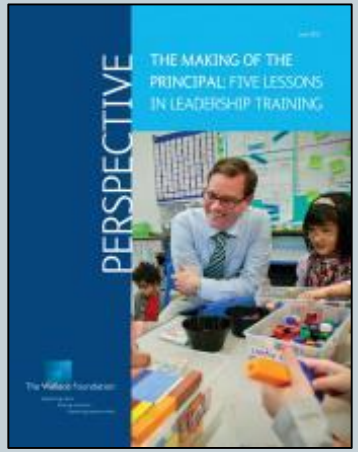


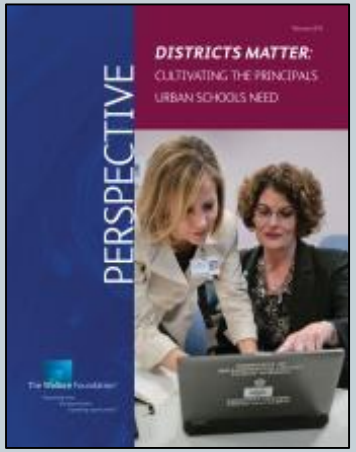








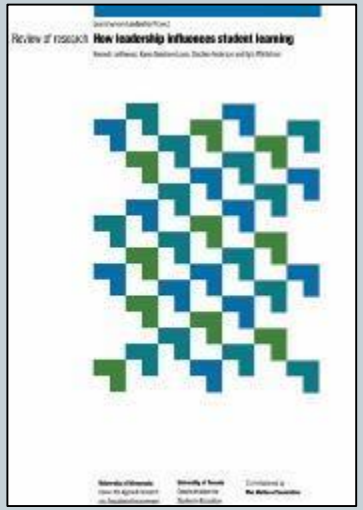




Principals are key to student learning

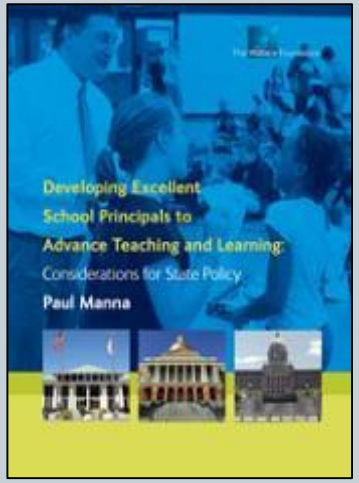
- Principals are "**second only to classroom instruction** among all school-related factors that contribute to what students learn at school."

  -- *How Leadership Influences Student Learning,* Kenneth Leithwood, *et al*, University of Minnesota, University of Toronto, 2004



- "Principals are multipliers of effective teaching."

  -- *Developing Excellent School Principals to Advance Teaching and Learning: Considerations for State Policy,* Paul Manna, The Wallace Foundation, 2015



In all sectors

- Reform occurs in multiple sectors:
  - Public
  - Private
  - Charter, e.g. KIPP
- Leaders play the same role regardless of the sector, they:
  - Shape a vision of academic success for all students
  - Create a climate hospitable to education
  - Cultivate leadership in others
  - Improve instruction
  - Manage people, data and processes to foster school improvement

Source: *The School Principal as Leader: Guiding Schools to Better Teaching and Learning*, The Wallace Foundation, 2013

Principals are key to retaining good teachers

"**Teacher turnover is lower** in schools led by high-quality principals.... Research further indicates that principal turnover leads to lower teacher retention and lower gains for students."

-- *School Leadership Interventions Under the Every Student Succeeds Act: Evidence Review*, Rebecca Herman, *et al*, RAND, 2016

"Principal effectiveness is associated with greater teacher satisfaction and a lower probability that the teacher leaves the school within a year. Moreover, the positive impacts of principal effectiveness on these teacher outcomes are **even greater in disadvantaged schools**."

-- *Can Good Principals Keep Teachers in Disadvantaged Schools? Linking Principal Effectiveness to Teacher Satisfaction and Turnover in Hard-to-Staff Environments*, Jason A. Grissom, Teachers College Record, 2011

Principals are critical to improving struggling schools

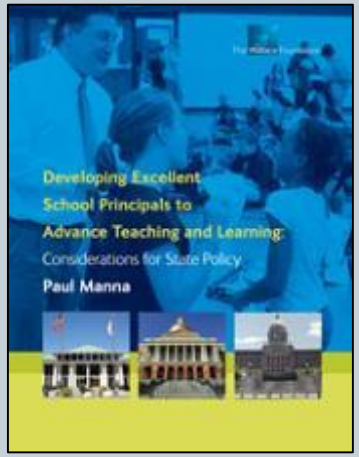
- "…there are **virtually no documented instances of troubled schools being turned around without intervention by a powerful leader**. Many other factors may contribute to such turnarounds, but leadership is the catalyst."
- "There seems little doubt that both district and school **leadership provides a critical bridge between most educational-reform initiatives, and having those reforms make a genuine difference** for all students."

-- *How Leadership Influences Student Learning*, Kenneth Leithwood, *et al*, University of Minnesota, University of Toronto, 2004

Leadership is important to state school improvement efforts

- "Especially during the last five to ten years, **states have pushed forward ambitious education initiatives that will be unlikely to succeed without principals actively leading the work on the ground**."

  -- *Developing Excellent School Principals to Advance Teaching and Learning*, Paul Manna, 2015

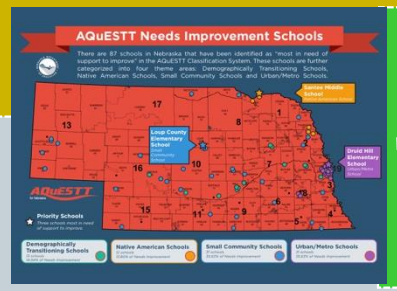


A few things we know, nationally

- Learning-focused leadership is central
- Principals must have adaptive expertise
- Courage in addressing educational inequities is essential
- The role of team-based leadership is increasing
- Greater focus on well-prepared leaders
  - No shortage of credentialed leaders
  - Severe shortage of leaders with expertise for many of our most challenged schools
- Preparation and support are contextually dependent

Nebraska ELLC Theory of Action

Value commitment: All Nebraskans means all Nebraskans



Start with the greatest needs schools

Base the work in partnerships and contextually specific needs

To lead and support the preparation of all Nebraskans for learning, earning, and living.

Action Steps

<u>ESUs play a critical role in this project – the ESUs know their districts and any future redesign plans present an opportutnity</u>

- Action Step 1: Finalize a Communication Plan that helps us include constituents around commonly understood aims (NDE being the primary driver)
- Action Step 2: Develop a means for assessing the organizational capacity of providers (ESUs and others) to coach and develop principals in the highest needs schools
- Action Step 3: Address the elemental question: "What does a principal need to know and be able to do to advance a learning improvement agenda?"

Action Steps and Timeline

Implementation Actions

- Now – Action Steps 1-3
- January to May 2018 – Develop principal competency framework specific to high need contexts; Build organizational capacity assessment tool for support providers; Initiate messaging campaign.
- March to May 2018 – Utilize capacity assessment to inventory and assess preparedness of providers; Conduct principal/school needs assessments; Initiate effort to build capacity of providers; contract program leader.
- April & June 2018 – Solicit input at AQuESTT conference and NDE Days.
- May to August 2018 – Host ESU Leaders Leading Leader (3L); Engage in intensive capacity development of PLCs.
- December to January 2019 – Convene qualifying educational leaders to kick off Year 1 of the system.

QUESTIONS, DISCUSSION, NEXT STEPS

To lead and support the preparation of all Nebraskans for learning, earning, and living.

2017-2026 STRATEGIC VISION AND DIRECTION

Nebraska State Board of Education and Nebraska Department of Education

12/02/16

Nebraska State Board of Education

The State Board of Education is an elected, constitutional body that is the policy forming and evaluative body for the state school program (79-301(2) R.R.S.) in addition to ensuring the State Department of Education functions effectively within the framework developed by the state Legislature and the Board. The Board is elected on a non-partisan ballot, with one member from each district. Board members serve four-year terms.

District 3: Rachel Wise, President
District 1: Lillie Larsen, Vice President
District 2: Glen Flint
District 4: John Witzel
District 5: Patricia Timm
District 6: Maureen Nickels
District 7: Molly O 'Holleran
District 8: Patrick McPherson

Nebraska Department of Education

The Nebraska Department of Education (NDE) is a constitutional agency comprised of services, programs, Vocational Rehabilitation (Nebraska VR), and Disabilities Determination Section (DDS). The NDE operates under the authority of an elected State Board of Education (Board) and the Commissioner of Education (Commissioner). The NDE is organized into teams that carry out the duties assigned by state and federal statutes and the policy directions of the Board. Teams are organized around distinct functions and responsibilities that encompass leadership and support for Nebraska's system of early childhood, primary, secondary, and postsecondary education; direct services to clients; and internal support to the agency.

The NDE carries out its duties on behalf of Nebraska students and parents involved in public and nonpublic school systems. The NDE staff interacts with schools, parents, businesses, community partners, and institutions of higher education to develop, coordinate, and improve educational programs and services.

Commissioner of Education: Matthew L. Blomstedt, Ph.D.

Strategic Vision and Direction – 2017-2026

Introduction

In January of 2016, the Board and the NDE initiated the development of a Strategic Plan to guide the vision and direction of education in Nebraska for the next ten years. Nebraska's Strategic Plan to be known as ***Nebraska Quality Education Systems for Today and Tomorrow (NEQuESTT)*** represents the evolution of a philosophical and practical approach to supporting education in Nebraska. This commitment unifies and strengthens positive outcomes for each and every Nebraskan through bold and achievable goals. ***NEQuESTT*** not only outlines the critical needs and strengths within the system, but also reflects innovative approaches to ensure each Nebraskan has equitable access to opportunities and are ready for success in postsecondary, career, and civic life. ***NEQuESTT*** is the educational journey that puts forth a new vision and bold agenda for the system of education in Nebraska. This vision will require new and different ways of working together, stretching beyond the status quo, and engaging stakeholders through collaborative processes. The strategic plan defines a direction for accountability and a system of services and supports without losing sight of the importance of ensuring compliance with state and federal policies.

NEQuESTT guides the Board and the NDE to address some of the most urgent priorities within Nebraska. With an intentional and comprehensive focus on ensuring a reduction in educational inequities for the most vulnerable populations, this strategic plan directs focus on student- or client-centered outcomes, high quality opportunities, and a strong system of support **for every student, every day**.

NEQuESTT and AQuESTT

NEQuESTT aligns with Nebraska's accountability system, Accountability for a Quality Education System Today and Tomorrow (*AQuESTT*). The six critical tenets of *AQuESTT* holistically address accountability and quality education in Nebraska. Originally designed to meet statutory accountability requirements, AQuESTT has quickly grown beyond and guides the NDE and its work.

AQuESTT provides a fundamental focus on achievement and opportunity gaps and ensures strategies produce equitable outcomes for each and every learner. As a result, ***NEQuESTT*** includes goals with benchmarks that measure disaggregated data to ensure equity and access.

Roles:

In order to support strategic priorities, a suite of approaches is utilized that reflects the nuance of the work and the many stakeholders, systems, and partners that intersect to support a state education system. The various roles are:

Champion - NDE actively leads the strategic vision, goals, and policy direction to support learning, earning, and living by:

- Engaging key stakeholders and partners on emerging needs in the educational landscape and corresponding policy advocacy approach
- Exercising policy leadership and proactively engaging and partnering with the Unicameral and Governor on priority issues
- Advocating for necessary resources to meet needs and/or address issues to execute the vision

Regulator - NDE leverages policy authority to ensure delivery of high-quality, equitable education and services, beyond compliance with state and federal regulations by:

- Assuring access to fair, equitable, and high-quality education and services
- Monitoring school and districts to ensure adherence to regulations and setting expectations beyond compliance for accountability and growth in learning
- Promoting best practices for leadership and using data and resources to ensure effective continuous improvement

Capacity Builder - NDE directs technical assistance and professional development opportunities and promotes the sharing of best practices by:

- Providing technical assistance and professional development opportunities for educators, staff, and community providers
- Actively engaging with priority and needs improvement schools as well as continuing to support the improvement of all schools
- Identifying schools and districts across the state with effective educational practices to gather data on successful practices
- Acting as a facilitator to connect schools to highlight learnings, share lessons learned, and communicate best practices
- Developing, maintaining, and leveraging strong working relationships with education and community partners to extend and enhance capacity across the state

Connector - NDE helps bridge the divide between learning, earning, and living, connecting schools, families, business, and communities by:

- Connecting, convening, and partnering with schools, businesses, out-of-school programs, postsecondary education, state agencies, and community providers to create a more comprehensive approach to education and service delivery
- Supporting other agencies and organizations in active engagement and relationship building amongst individuals, parents, and families

Change Agent - NDE explores and supports promising new innovations by:

- Researching, promoting, and providing support for promising new initiatives and innovations in education across the state and nation (e.g., promising activities in rural areas, blended learning, personalized learning, adult basic education)
- Providing ongoing training, support, and resources to drive the adoption of new practices and to assure implementation

Strategic Direction:

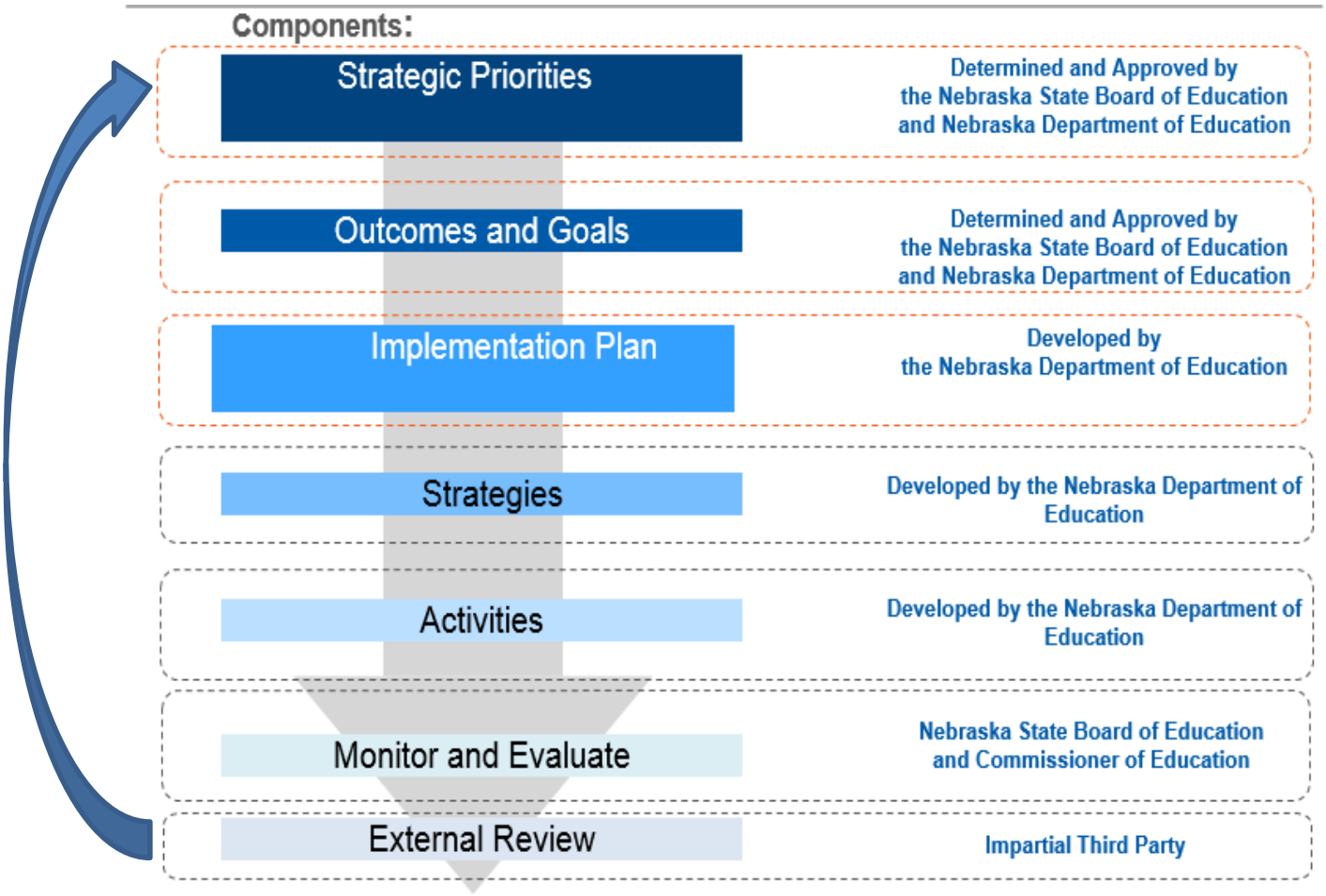
To realize the new strategic vision it can no longer be business as usual.

	FROM	TO
ORGANIZATIONAL STRUCTURE	• Organizational structure primarily oriented around subject area silos • Decision-making authority mostly concentrated in hands of senior agency leadership	• More cross-functional, with collaboration and communication across teams • More distributed decision-making authority, where staff closer to the issue is empowered to make relevant decisions
PERSONNEL & STAFFING	• Staff with very specific skills focused primarily on content knowledge • Traditional focus on regulation and compliance	• Broader staff expertise, including both content knowledge and breadth of experiences (e.g., relationship building, background in business, work with underserved communities) • Focus on leadership, innovation, and learning
STAKEHOLDER ENGAGEMENT	• Sporadic engagement on an as-needed basis • Limited engagement with specific populations or cultural communities	• Consistent and tailored stakeholder engagement plans for specific audiences, allowing authentic relationships and dialogue to develop
DATA & SYSTEMS	• Limited publicly accessible data • Focus on accountability and compliance • Cumbersome website	• Readily available data for all stakeholders from an easy to use, up-to-date platform • Focus on performance management • User-friendly website and an online portal with lessons learned and best practices for practitioners

Moving Forward:

The Board has taken into account the multiple roles of the NDE in the development of this strategic plan and in the expectations set forth for the NDE. This recognition is coupled with the expectation of providing quality, equitable support through a multi-faceted system under the charge of the NDE. The shared responsibility of leadership between the Board and the Commissioner includes developing this plan, monitoring goals, and implementing strategies through the NDE's programs and supports for schools, students, systems and clients across the state. The Board carries out this strategic plan through direction to the Commissioner. The Commissioner has the responsibility to build an implementation plan that makes ***NEQuESTT*** a living document utilizing the aforementioned roles and strategic direction outlined for organizational structure; personnel and staffing; stakeholder engagement; and data and systems.

The strategic plan is multi-layered.



Operational Approach:

NEQuESTT provides a framework for measuring multiple levels and processes to ensure success through standard, quantifiable metrics, artifacts, and evidence-based analyses utilizing a three-tiered approach:

- **NDE Accountability** – Process, regulations, support, interagency collaboration, data systems, fiscal responsibility, and evaluation
- **Service Accountability** – Quality and success of services provided by the agency
- **District and School Accountability** – School and agency progress and improvement

Strategic Priorities, Outcomes, and Goals:

The Board and Commissioner will regularly review these goals as organized by the strategic priorities and outcomes. The NDE goals will include Commissioner and Board activities necessary to build the department's system of accountability and support for services and schools. The NDE will track progress on these goals and other metrics required by state and federal law. The Commissioner will annually report progress on these goals and other measures to report progress and performance to the Board.

Implement, Monitor, and Evaluate:

The Board and the Commissioner share the responsibility to:

- champion and lead the strategic vision and goals.
- serve as change agents and capacity builders.
- ensure progress on the strategic priorities.

The Board and the Commissioner will be responsible for implementing this plan including the development of strategies, and activities, and monitoring on an annual basis. A review will be presented by the Commissioner and appropriate NDE personnel annually or as directed. An objective external review of ***NEQuESTT*** will be conducted by an impartial third-party reviewer two years after adoption and thereafter as determined by the Board with results being presented to stakeholders.

MISSION

To lead and support the preparation of all Nebraskans for learning, earning, and living

GUIDING PRINCIPLES

NDE will:

- Create a dynamic vision that drives change through proactive leadership to support learning;
- Build connections amongst stakeholders to take action in support of success for all learners;
- Provide all Nebraskans significant opportunity to receive fair, equitable, and high-quality education and services to close achievement gaps;
- Allow all learners to achieve their fullest potential in transitioning through phases of school and into civic life;
- Ensure all educators are effective in instructional strategies and monitoring student progress using multiple measures of proficiency; and
- Prepare all learners to be college, career, and civic-ready.

STRATEGIC PRIORITIES

Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success	Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life

OUTCOME STATEMENTS

Leadership

Provide leadership and high quality services in processes, regulations, interagency collaboration, data systems, fiscal responsibility and evaluation that enhance the success of educational systems in Nebraska.

Success, Access, and Support

Positive Partnerships and Student Success – Increase student, family, and community engagement to enhance educational experiences and opportunities.

Transitions – Provide quality educational opportunities for student success through transitions between grade levels, programs, schools, postsecondary institutions, and careers.

Educational Opportunities and Access – Ensure that all students have access to comprehensive instructional opportunities to be prepared for postsecondary education and career.

Teaching, Learning, and Serving

College, Career, and Civic Ready – Ensure every student upon completion of secondary education is prepared for postsecondary education, career, and civic opportunities.

Assessment – Use assessments to measure and improve student achievement and inform instruction.

Educator Effectiveness – Assure that students are supported by qualified/credentialed, effective teachers and leaders throughout their learning experiences.

Leadership

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Provide leadership and high-quality services in processes, regulations, interagency collaboration, data systems, fiscal responsibility, and evaluation that enhance the success of educational systems in Nebraska.

Goal 1.1 **By 2018, the NDE will be organized through personnel and processes to provide leadership in school support systems, regulations, interagency collaboration, data systems, fiscal responsibility, and evaluation that will enhance the success of educational systems in Nebraska.**

Goal 1.2 **By 2018, the Board and Commissioner will have a process in place to evaluate and ensure timely, high-quality services and systems of support provided by the Nebraska Department of Education.**

Goal 1.3 **By 2020, 100% of teachers, service providers, school leaders and local school board members will have access to quality professional learning opportunities through an NDE facilitated professional learning directory.**

Goal 1.4 **By 2020, the NDE will collaborate with the Governor, Legislature, postsecondary institutions, and the Educational Service Units (ESUs) to create a uniform process to align dual credit opportunities for students across the state.**

Success, Access, and Support

Positive Partnerships, Relationships, and Success

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Outcome Statement: Increase student, family, and community engagement to enhance educational experiences and opportunities.

Goal 2.1 **By 2019, the NDE will develop a system to regularly engage and survey clients, schools, and stakeholders to gather input, and measure engagement and satisfaction.**

Goal 2.2 **By 2026, the dropout rate of all Nebraska students including subgroups will be less than 1%.**

Goal 2.3 **By 2026, 100% of Nebraska schools will have all students in grades 7-12 create and utilize a personal learning plan.**

Goal 2.4 **By 2026, there will be a reduction in the percentage of students who are absent more than 10 days per year from 27.46% to 15%.**

Success, Access, and Support

Transitions

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Outcome Statement: Provide quality educational opportunities for student success through transitions between grade levels, programs, schools, postsecondary institutions, and careers.

Goal 3.1 **By 2018, a baseline and benchmarks will be developed to track all students with a disability having access to participate in career counseling, explorations, self-advocacy training, and work-based learning experiences.**

Goal 3.2 **By 2026, the 4-year cohort graduation rates for all Nebraska students will be greater than 92% and not less than 85% for any one subgroup.**

Goal 3.3 **By 2026, the 7-year cohort graduation rates for all Nebraska students will be greater than 95% and not less than 90% for any one subgroup.**

Goal 3.4 **By 2026, 100% of Nebraska schools will fully implement a systematic process for supporting the needs of highly-mobile students.**

Success, Access, and Support

Educational Opportunities and Access

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Outcome Statement: Ensure all students have access to comprehensive instructional opportunities to be prepared for postsecondary education and career.

Goal 4.1 **By 2020, NDE will develop a statewide digital course and content repository.**

Goal 4.2 **By 2026, 85% of all Nebraska students, upon graduation from high school, will have completed Advanced Placement coursework, earned dual credit and/or obtained industry certification.**

Goal 4.3 **By 2026, 95% of Nebraska elementary schools would be able to identify at least one high-quality early childhood educational program accessible to all of the school's resident preschool age population.**

Teaching, Learning, and Serving

College, Career, and Civic Ready

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Ensure every student upon completion of secondary education is prepared for postsecondary education, career, and civic opportunities.

Goal 5.1 **By 2018, the State Board will adopt a comprehensive approach to define and measure civic readiness.**

Goal 5.2 **By 2020, all Nebraska elementary schools will provide evidence-based interventions for any students not on grade level in reading and/or math.**

Goal 5.3 **By 2026, 100% of Nebraska schools will provide all students with a program for career awareness, exploration, and preparation.**

Goal 5.4 **By 2026, at least 50% of all Nebraska high school students from any given cohort year, will have earned a college degree, credential, or certificate within five years of graduating from high school.**

Teaching, Learning, and Serving

Assessment

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Use assessments to measure and improve student achievement and inform instruction.

Goal 6.1 **By 2018, utilizing baseline data from the ACT, long-term goals will be developed for 11th grade achievement, including goals for subgroups.**

Goal 6.2 **By 2018, the NDE will implement an assessment system to measure achievement and growth in grades 3-8 that meets the requirements of federal and state law and is timely for instructional purposes.**

Goal 6.3 **By 2026, the percent of Nebraska students in grades 3-8 and 11 proficient in reading will increase from 79% to 89%.**

Goal 6.4 **By 2026, the percent of Nebraska students in grades 3-8 and 11 proficient in math will increase from 72% to 82%.**

Goal 6.5 **By 2026, the percent of Nebraska students in grades 3-8 and 11 proficient in science will increase from 72% to 82%.**

Teaching, Learning, and Serving

Educator Effectiveness

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Assure students are supported by qualified/credentialed, effective teachers and leaders throughout their learning experiences.

Goal 7.1 **By 2018, NDE will develop and implement a statewide teacher equity plan.**

Goal 7.2 **By 2020, 100% of Nebraska schools will utilize performance standards and a research-based evaluation system for all certificated staff as aligned to Rule 10.**

Goal 7.3 **By 2022, 100% of Nebraska schools will be staffed by teachers who have or are actively pursuing a teaching certificate with the appropriate endorsement for the subject(s) and grade level(s) of the course(s) being taught.**

ACKNOWLEDGMENT

The Nebraska State Board of Education and the Nebraska Department of Education give special thanks to the many partners who have provided input in the development of this strategic plan. We also recognize and appreciate the grant support of the Peter Kiewit Foundation and the Sherwood Foundation. The NDE is excited to continue collaboration in leading and supporting the preparation of all Nebraskans for learning, earning, and living.

ESUCC Redesign Work with Susan Leddick
February 7, 2018
LPS Admin Building

Design Team Session 1 will be characterized by small group work, reporting out to full group, dialogue, and development of consensus among the group. Susan Leddick will provide templates and protocols to guide the activities. She will also provide written documentation of the work in progress.

Working Agenda:
Welcome members and issue the charter to the Design Team

- Plan or be planned for!
- If we could have what we want, what would it be?

Process

- Help organization **communicate** progress to and **involve** the stakeholder groups.
- Help the organization **organize** the information gathered from the stakeholders and from the Design Team, itself.
- **Develop** the design of ESUCC based on stakeholder information and context.
- Helps the organization plan for **implementation** of the new design.
- Serve as **ambassadors** for the process design.

A Critical Choice

- Improve
    - Start with what is
    - Try to predict the future
    - Look for opportunities and threats in the present
    - Accept incremental change

- Design
    - Start with what you would have right now if you could have what you want
    - Try to create the future you want
    - Understand how the present locks you in
    - Produce order of magnitude change

Thinking together

- Why Design?
    - Improve – locked in; Design process we have access to everything
        - Create our own future – get a say in process

    - Improve – reacting; Design – look at what we do and do the design a whole lot better.
    - Improve – thinking inside the box; Design – step outside the box and work toward the future.

Why is this important work for the ESUCC right now?

- The aha moment – we are not ESU, we are ESUCC – we used to be a rubber stamp, now we communicate through a process
- Find the data sources that define the ESUCC – how do we check progress?

Too often the case – we do our best but we stay the same.

The job ahead in ESUCC

Design the Next Generation of ESUCC
Make it the best and most exciting set…

Interactive Design Phase

- **Engage**
- **Envision**
- **Enact**

Solution

Interconnect challenge; No right answer
Formulate the Set of Interacting Challenges
Participation – exciting limit constrained
Design the preferred solution
Short term wine; remove obstacles for long term wins; leadership is critical
Plan and execute Implementation (Successive approximations)

Working Together….Getting Organized

- ESUCC Context
- Working with stakeholders – how to work with them and seek their voice
- Interacting problems – working proactively
- Design demands leadership for action

Building our Team

- North Action – Just do it!
    - Get stuff done
    - Take time to listen to all ideas
- East – Vision – What are the possibilities?
    - Explain what is important
    - Need to provide opportunity for forgiveness
    - Vision can't help without details, caring
- South – Caring – What do you think?

    - If we care we will step up as good leaders and take care of everyone. For those that don't care – help them find a place where they do care. Take action and do things.
- West – Details – Who? What? When? Where? Why?
    - Harmful – analysis paralysis
    - Need time to provide reason/process

Compass Point:

- Strengths: Our contributions to a group
- Limitations – what should we watch out for
- Requests: what we need to do our best work
- Friction: Others annoy us when they….

Ground Rules – How we want to work together?

1. Treat each other with respect
2. Keep an open mind
3. Listen to understand
4. Balance advocacy and inquiry
5. Maintain confidentiality
6. Take risks
7. Tell the truth
8. Be present
9. Have fun

ESUCC History and Context

2007 – ESUCC created

Master Timeline (whiteboard)

Group 1 - picture of chart paper
Group 2 - picture of chart paper
Group 3 - picture of chart paper
Group 4 - picture of chart paper

1965-1980
1980-2007
2007-Present

What happened repeatedly –

- Several things that fit both accomplishments and challenges
    - Stars
    - State Formula
    - Consolidation – ESU 12 and ESU 14

    - Funding
- Being questioned on the role of ESUCC – reaffirming the value to schools (Value Proposition – if we provide these services it provides; financial proposition)
- Helping to define the worth collectively
    - What data do we have to demonstrate our value?
- If we didn't have the ESUs – how does this affect students, teachers?
- Coop – we get vendor price line – the vendor offers the prices outside of that to schools
- In the beginning the group was more social. Important but how to do legally.
- Equity plan – making equitable across the state. Created the Cores Service Formula to make things more equitable. The formula has ebbed and flowed over time.
- Lots of free standing agreements among ESUs, by bringing under one umbrella we have one MSA Agreement. There was no accounting that structure all projects.
- What needs to be a part of ESUCC and what needs to stay at ESU level?
- When it was a loose organization it was dangerous – now there is more structure.

Statewide Functions - Statute

Statewide coordination

State Statute Section 79-1246

The Educational Service Unit Coordinating Council shall work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each educational service unit. The council's duties include, but are not limited to:

- Preparation of strategic plans to assure the cost-efficient and equitable delivery of services across the state
- Administration of statewide initiatives and provision of statewide services
- Coordination of Distance Education

Brief background on ESUCC, the history of ESUs in Nebraska, ESAs nationally, and the changing demands on the education system and the ESUs in Nebraska

Begin the work of understanding the current system and what holds it in place: What's the context in which ESUCC is operating today?

Success changes the game: How the definition of success is changing for ESUs.

Social System - parts made up of people

- Power - ability to influence decision of value and for others.
- Wealth - what's our worth
- Beauty - relating to each other - belonging
- Values - how we manage conflict - what do we value as a group
- Knowledge - what is our no-how - expertise - how do we measure

Getting Started...Always in the Middle of Something

Context - matters tremendously - what are we in the middle of

Context Map

- Trends
  - Positive
    - valued relationship with NDE - streamline POC
    - stronger solution agent
    - more trust and relationships amongst ESU - as opposed to individual work
    - increased input from affiliates
  - Negative
    - unknown of what we do - tying CC to schools district
    - funding -
      - diminishing revenue sources
      - what needs to be funded
      - what does equitable mean
    - working with NDE Board
      - distrust with NDE/BOE
    - little political clout
- Political
  - legislative term limits
  - institutional knowledge of esus and esucc due to limits
  - legislational assumptions/blinders - lack of awareness
  - lack of trust/respect for ESUCC
  - tax relief
  - charters and vouchers
  - efforts to demise public schools
  - unicameral vs party system
  - Governor wants to do away with NDE and appoint Commissioner - Legislative Resolution - LR285CA
  - National educational agenda
  - Education Chair - no need for ESUs
- Economical Climate
  - conservative/cut spending - legislative disposition
  - legislative - governance of conservatism to cut spending
  - reliance on property tax to funds education - cut schools, ESUS, ESUCC
  - local to fund schools in each ESUs and expectations - locals will support their schools.
  - eroding core service dollars
  - importance of contract services in our ESUs - started with provisioning of SPED services. Are we to be more entrepreneurial?
- Technology
  - having good management of tech at state level
  - who does what/who are main players
  - project completion
  - ease of communication

        - are we looking at more statewide connections/growth
        - transition of looking at 1:1 as tools not the instructions
    - Uncertainty
        - unknown expectation/communications
        - who's responsible
        - roles in projects - who owns what
        - access, ability, time for development (limited)
        - technology plan
        - setting our own priorities - be on the cutting edge
    - Customer Needs

Group - What are we in the middle of?

Look fors:
How structured or organized
Interesting Services
Value proposition

- Communication at Unicameral level - knowing their role
- Uncertainty with great opportunity
    - not be seen as a resource to take up resource but provide solutions
- Use our organization more effectively and share best practices across the state
- Strengths in the number of people in this room - communicate as one voice

Problems
    Technical
    Adaptive

Take a field trip to...

- Iowa AEA System (http://iowaaea.org/)
    - nine aea's
    - members pay to make it run
    - they offer the same type of services -
        - learning online
        - purchasing
        - AEA online
    - bring tech together
    - build the collective and organizational capacity of AEA personnel to delivery quality service as co-owners of every student learner.
    - contract between dept/state for student achievement
    - no state funding
    - advocate for trainers - leadership
- Association of ESDs in Washington State (https://www.waesd.org/)
    - governed by exec board like us
    - board members are elected by local school board members

    - state funded
    - services are much like ours
    - offer the accreditation process
    - impressive website - data, return on investment, charts
    - documents for legislature - executive summary
    - Executive Director - one of the Board members become the director for two years - liaison for state department.
- Ohio ESC Association (https://www.oesca.org/)
    - governance structure similar as ours
    - superintendent of state on the board
    - business partners
    - individual memberships - benefits that they are entitled to
    - pay dues
    - retired member still get benefits
    - standing committees - directly related to goals
    - main goal to increase active membership
    - staff is executive director and executive assistant
    - elevator speech on who/what you are
    - summer school
    - extended school year plans
    - license foreign language
    - vendors vetted through agency for state
- PA Association of IUs (https://www.paiu.org)
    - entrepreneurial
    - similar organization
    - executive direct, program director, and executive assistant
    - high speed educational network
    - keystone catalog - online courses - most have fees
        - program of services
    - management of conflict

What does the virtual trip make you think about our role for the future - implications

- focusing our needs on better or higher quality of the things that we do - websites, education, stuff we do for districts, don't chase things too far if we can do better
- communication with all education organizations in the state : NCSA, NASB, etc
- legislation - is what we doing effectively and timely. Can we communicate with our senators cause we aren't getting message there
- purposeful - coop, legislation - enhance to next level
- defining needs from the legislation - ie: summer school - joint plan
- sharing of PD resources - housing of content, train in other areas that needs that expertise
    - greater as a whole than individually
- more diverse than what our focus has been - initiatives should be based on school needs - face to face conversations meet the needs better than survey

- website, marketing, and accreditation piece
- leadership needed to enact

The Definition of Success is Changing for State Networks:
From This | To This

Group 1
Group 2
Group 3
Group 4

ESU Stakeholder Analysis (framework listed here; small groups will complete this table)

Stakeholder	Expects to Get	Can Give	Degree of Influence/Stake

Stakeholder Analysis: ESUCC

February 8, 2018 8:00 a.m. – 4:00 p.m.

Working Agenda:

✓ Draft the problem formulation: what is the set of interacting and dynamic challenges ESUCC designers face?

✓ Collect design specifications from the Design Team. (Answer the design question, "what would we have if we could have what we want in the next generation of ESUCC?") This activity will serve as a model for subsequent data collection from stakeholder groups. The Design Team will decide which stakeholder groups to include and will use the protocol Leddick provides to conduct these data gathering sessions and document the comments.

✓ Establish next steps, including validation of insights from Session 1, communication plan, collection of specifications from selected stakeholder groups and any additional preparation for Session 2 (May 7-8).

✓ Set a date for a progress check call in late March.

✓ Evaluate the meeting and adjourn

Three things:
What struck you as you thought about your design team's work in the first session?
Share with your partner?

- Many great minds in the room.
- Need to justify our existence through marketing ESUCC
- Like looking at other states
- Open and honest dialog - non-threatening
- Helpful to have the knowledge from peers

    - How to we record the history and retain
- What can ESUCC do that can't ESUs can't do without us (system)
- Why have this level of bureaucracy if it is not needed?
- Impressed with how everyone was willing to share ideas that would not happened in our meetings
- Intriguing to hear all the parts...can we come out with one common story

A System is a set of highly differentiated parts that when working together can produce outcomes no one of them can produce alone. R.L. Ackoff

Summer School Discussion
Summer School Criteria - example
How to act as a model - whole

Parts
individual LEAs/school districts
parents
non-proficient students
AEAs (curriculum directors, tech, business managers, facilities, etc)

Who's responsible?
nine leaders of AEAs working together equivalent of ESUCC

What is the whole system doing?
Consistent message - uniform voice
Pool resources - coordinate resource
Can they do what they do when working together better than what they do in silos?

How would things be different at ESU and ESUCC levels (whole) if we took this approach with the ESUCC on big initiatives?

How to respond to State Initiative?
Picture
Initiative > Identify the Challenges LEAs (customers) will have > Identify how the ESUs can help > Identify the groups of decision makers (solutions provider) > Develop guidelines to coordinate resources; produce guidelines for consist decision at the local level > Deploy > Evaluate > Improve

Avoid "done to you"
Consistent message
**Influence ahead of Initiatives
Gives affiliates a place
When NDE sets an initiative we need to be at the table.
NDE needs to be better about communication initiatives and allow them to decide to how to proceed and who to involve.

Competitive Grants caused more issues...went to State Dept and said we will be the POC and every need met.

- Stakeholder Analysis - finish

ESU Stakeholder Analysis (framework listed here; small groups will complete this table)

Stakeholder	Expects to Get	Can Give	Degree of Influence/Stake
ESUs	Opportunity to bounce ideas off peers (Network of support) Coordination of efforts statewide Consist, coordinated vision Advocacy for all members Provide consistent guidance or parameters for special projects delivered through the ESUs Manage collaboration with NDE Provide Solution leadership	Expertise Development of Initiatives Think Tanks Identification of expressed and latent needs and help develop solutions Contractual support Collegiality Implementation Initiatives Leadership structure (ESU Superintendents and the affiliate leaders ARE the CC)Statewide Presence for distribution (communication pipeline between LEAs and CC) diversity Initiate best practices Learning from "best known" practice	High influence/Medium to high
Affiliates	Inclusion in identifying statewide initiative and project Autonomy to respond collaboratively - agility and nimbleness to accomplish outcomes Link to school districts Coordination across affiliates groups (coordinated vision and work) Understanding of purpose of their work together - more deliberate about purpose Training opportunities with the defined purpose Direction not directed Leadership, presence, engagement, support, and direction Respect for who they are and what they do Ability or platform for sharing models and practice	Staff expertise and time for implementation Connection point in the school district Market/client needs Information Problem identification Voice of the affiliate groups Diversity of viewpoints and perspectives Honest assessment of the system from their perspective	Medium to low influence at present; desire to raise Medium to low stake
Dept of Ed	Coordination of capacity - (skills, talents, expertise) Solution Leadership (assertive suggestions about mutual activities to address issues or	Respect/trust Awareness of the supports Seat at the table to be part of conversation Funding	High to Medium Influence High stake

	challenges in the education system) Relationships with School Districts Stakeholder engagement Communication Mutual Trust	Insight into the world of the state and federal bureaucracies	

Stakeholder Analysis: ESUCC

Purpose - Understand the set of interacting problems

- Problem Formulation

Solution Group Document - both pieces

The Solutions Group

- Take problem and figure out best possible solution.
- The solutions Group (TSG) is a full service education consulting firm
- Clients are the 50 school districts i a four-county area
- TSG offers professional development, technology, media, direct special education services, and a variety of other customized solution.

Themes: (Don't forget feelings) Put each on a sticky note:

- Many areas of focus
- Poverty
- Self Doubt
- Peer to peer support
- Fragmented
- Time Limitations
- No strong knowledge base
- External Demands
- Discipline Issues
- Overwhelmed - no support
- Frustrated

Connect the themes: ie: External Demands - Leads to - Frustration
Create a Mess Map

Group 1
Group 2
Group 3
Group 4

Possible Outcomes:

- Work on Instructional Models
- Coaching for Principals
- Create a discipline model

Critique List of Recommendations

- Doesn't match list of themes
- being done to principals - without engaging them
- no emotional voting/response
- give them what has always been done

What's the set of interrelated problems facing ESUCC?

- Brainstorm the most important themes you believe to be at work as we begin the ESUCC design process.
- Draw and label arrows that show the dynamic interactions among the themes
- Be ready to post and explain your work

Another Example of Mess Map - more dynamic

Work in Process

ESUCC Mess Maps

Group 1

- Purpose
- Branding/Marketing for the CC
- Relevance
- NE Education Leaders

Group 2

- Defining Roles of the ESUCC
- ESUCC overall structure
- Relationships with outside stakeholders
- Advocacy

Group 3

- Well defined Marketing Process
- Structured Communications process within and across the infrastructure
- Response to LEA Needs

Group 4 **Pic 2**

- Advocacy for the ESU System (all levels)
- Two-Way communication - statewide initiatives based on LEA needs
- Define the purpose and role of ESUCC

Collect Design Specification

Each group to enter into spreadsheet

Establish next steps

Gathering information from affiliates and NDE
Deb to set a meeting with Affiliates and Susan regarding their specs
Add items as you think of them to the spreadsheet until around the first of May.

Next dates May 7-8 in Kearney

Set a date for progress check call in late March - possible April ESUCC Meeting on April 4

Evaluate the meeting and adjourn
What happened here?
Honest conversations about where we are and where we hope to be
No restrictions on change - everything is on the table
Good involvement from all members of the Design Team
We focused on ESUCC not ESUs
Exciting opportunity to focus on change
Affiliate added good input
Took important step toward increased relevance in the NDE education system.
Promoting engaged leadership

Be ambassadors for this work and remain positive.

What did we do really well and what would we do different?
Made people feel comfortable.
All had similar issues
Fortunate to have affiliate members at the table
All voices were heard
Nice balance of inquiry and advocacy

Change
Brain Breaks
Power point available prior
Mix people up (work in three groups next time)

Adjourn meeting at 2:45 PM

	18-19	19-20	20-21	21-22	Notes
Jul/Aug	10	10	10	10	Admin Days
Sep	10	9	10	9	Budget Hearing
Oct	18	18	18	18	NDE/ESUCC
Nov	3	3	3	3	NASB
Jan	10	10	10	10	ESUCC/PDO - DL
Feb	4	1	17	18	DL
Mar	13	15	11	19	DL
Apr	2	5	6	7	NDE/ESUCC
May	16 O	10	16 NP	10	ESUCC/PDO
Jun	TBA	TBA	TBA	TBA	DL

Executive Committee Meeting
Wednesday, March 7, 2018 3:00 PM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Board President

2. Roll Call
Board President

3. ESUCC Timeline
Board President

4. Agenda Item
Chair of Committee

- 4.1. Innovation Grant Update
  Executive Director Ludwig
- 4.2. ESUCC Redesign
  Executive Director Ludwig
- 4.3. ESUCC Rotating Meeting Calendar
  Committee Chair
- 4.4. Approve ESUCC PDO Calendar 2018-2020
  Executive Director Ludwig
  - 4.4.1. ESUCC Meeting Calendar
    Committee Chair
- 4.5. Multi-State ESA Conference
  Executive Director Ludwig
- 4.6. MSA 2018-2019
  Executive Director Ludwig
  - 4.6.1. Approve Government Relations
    Executive Director Ludwig
- 4.7. Executive Director Evaluation
  Committee Chair

5. Next Meeting Agenda Items
Board President

6. Executive Session
Board President

7. Adjournment
Board President

ESU Coordinating Council
Executive Committee Meeting
March 7, 2018 at 3:00 PM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 1:03 PM.

Schnoes ESU 03:	Present
Polk ESU 07:	Present
Lofquist ESU 09:	Present
West ESU 13:	Absent
Erickson ESU 17:	Absent

1. Call to Order

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site**.**

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 1:07 p.m.

2. Roll Call

3. ESUCC Timeline
ESUCC Timeline

4. Agenda Item

4.1. Innovation Grant Update

Executive Director gave an overview of the Innovation grant and noted that we are working to develop process in which the schools will transact direct with NDE, to eliminate the need for an MOU with all school districts, there is an interest with the Illini Cloud for SRS. Director Ludwig will put together a presentation to provide additional details.

Polk (ESU 7) gave an overview of the work SIMPL is doing, data that is being collected, and the development of best practices.

4.2. ESUCC Redesign

Executive Director provided an overview of the ESUCC Redesign process. Director Ludwig will meet with Susan Leddick to determine next steps and which 5 people from NDE will participate in the future. More information will be provided at the April meetings.

4.3. ESUCC Rotating Meeting Calendar

Requests have been received to rotate ESUCC meetings at different ESUs. A purposed rotation calendar was provided, a three year cycle.

4.4. Approve ESUCC PDO Calendar 2018-2020
Rotating Schedule
Aligning January and May PDO with ESUCC
A request was made to format the calendar in more of a calendar-type format (similar to iCalendar), rather than a spreadsheet and that notifications be sent out when changes are made to the calendar.

Calendar will be approved at April meetings, upon further clarification of rotation. Executive committee will review rotation schedule.

4.4.1. ESUCC Meeting Calendar

4.5. Multi-State ESA Conference

Executive Director gave an update. Conference date/location: April 4th and 5th at UNO

4.6. MSA 2018-2019

Executive Director met with Karen (KSB) regarding the MSA. Director Ludwig briefly reviewed updates/changes that were made and will continue to work the legal to finalize.

4.6.1. Approve Government Relations

4.7. Executive Director Evaluation

Lofquist (ESU 9) and West (ESU 13) have met and completed the evaluation.

5. Next Meeting Agenda Items

6. Executive Session

The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, 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; and (e) legal advice.

Explanation

At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.

PROPOSAL:

That the Board hold a closed session:

1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

7. Adjournment

Meeting adjourned at 2:01 p.m.

Adjusted Budget, January 2018

	ACCOUNT TITLE	BUDGET	PERIOD EXP	ENCUMBRANCES	YEAR TO DATE ENC + EXP	AVAILABLE	YTD/ BUD
ESUCC Admin	REGULAR SALARIES	$132,112.00	$0.00	$0.00	$44,037.36	$88,074.64	33.33
	SOCIAL SECURITY	$9,593.00	$0.00	$0.00	$1,522.46	$8,070.54	15.87
	RETIREMENT	$13,050.00	$0.00	$0.00	$4,349.92	$8,700.08	33.33
	WORK COMP	$793.00	$0.00	$0.00	$264.32	$528.68	33.33
	LIFE INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	0
	LOBBYIST FEES	$30,200.00	$0.00	$0.00	$13,950.00	$16,250.00	46.19
	ACCOUNTING/AUDIT	$13,330.00	$0.00	$0.00	$0.00	$13,330.00	0
	FISCAL MANAGEMENT FEE	$2,500.00	$0.00	$0.00	$824.00	$1,676.00	32.96
	LEGAL SERVICES	$15,050.00	$296.27	$0.00	$8,266.11	$6,783.89	54.92
	CONTRACTED SERVICES	$3,000.00	$0.00	$0.00	$1,500.00	$1,500.00	50
	RENTAL/LEASES	$4,815.00	$337.85	$0.00	$1,942.93	$2,872.07	40.35
	INSURANCE/BONDS	$10,292.00	$0.00	$0.00	$1,403.00	$8,889.00	13.63
	ADVERTISING	$1,500.00	$0.00	$0.00	$651.90	$848.10	43.46
	PRINTING	$2,000.00	$15.41	$0.00	$480.98	$1,519.02	24.05
	POSTAGE	$750.00	$31.48	$0.00	$226.76	$523.24	30.23
	PHONE	$600.00	$52.34	$0.00	$259.02	$340.98	43.17
	SUPPLIES	$400.00	$0.00	$0.00	$74.47	$325.53	18.62
	COMPUTER SOFTWARE/LICENSE	$0.00	$0.00	$0.00	$27.00	-$27.00	0
	LONG TERM PROJECTS	$0.00	$0.00	$0.00	$0.00	$0.00	0
	COMPUTER HARDWARE	$750.00	$0.00	$0.00	$0.00	$750.00	0
	DUES/FEES	$15,679.00	$0.00	$0.00	$13,044.00	$2,635.00	83.19
	TRAVEL EXPENSES/MILEAGE	$25,277.00	$1,119.83	$0.00	$5,297.14	$19,979.86	20.96
	CONFERENCE/CONVENTION/MTG	$15,280.00	$2,294.32	$0.00	$7,091.02	$8,188.98	46.41
		$296,971.00	**$4,147.50**	**$0.00**	**$105,212.39**	**$191,758.61**	**35.43%**
COOP	REGULAR SALARIES	$221,461.00	$0.00	$0.00	$73,820.24	$147,640.76	33.33
	SOCIAL SECURITY	$13,683.00	$0.00	$0.00	$4,284.72	$9,398.28	31.31
	RETIREMENT	$21,875.00	$0.00	$0.00	$7,291.80	$14,583.20	33.33
	WORK COMP	$1,329.00	$0.00	$0.00	$442.80	$886.20	33.32
	ACCOUNTING/AUDIT	$13,330.00	$0.00	$0.00	$0.00	$13,330.00	0
	LEGAL SERVICES	$15,050.00	$296.27	$0.00	$8,266.11	$6,783.89	54.92
	CONTRACTED SERVICES	$6,700.00	$0.00	$0.00	$0.00	$6,700.00	0
	RENTAL/LEASES	$14,260.00	$111.03	$0.00	$5,440.55	$8,819.45	38.15
	INSURANCE/BONDS	$384.00	$0.00	$0.00	$128.00	$256.00	33.33
	ADVERTISING	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
	PRINTING	$2,900.00	$0.00	$0.00	$2,567.50	$332.50	88.53
	POSTAGE	$1,500.00	$3.68	$0.00	$385.45	$1,114.55	25.7
	PHONE	$1,008.00	$0.00	$0.00	$336.00	$672.00	33.33
	COMPUTER/INTERNET SERVICE	$598.00	$339.99	$0.00	$379.99	$218.01	63.54
	SUPPLIES	$2,000.00	$0.00	$0.00	$95.47	$1,904.53	4.77
	COMPUTER SOFTWARE/LICENSE	$104,583.00	$0.00	$0.00	$104,351.33	$231.67	99.78
	DUES/FEES	$3,210.00	$0.00	$0.00	$0.00	$3,210.00	0
	TRAVEL EXPENSES/MILEAGE	$13,000.00	$529.22	$0.00	$3,290.64	$9,709.36	25.31
	CONFERENCE/CONVENTION/MTG	$9,500.00	$996.66	$0.00	$3,186.64	$6,313.36	33.54
		$448,871.00	**$2,276.85**	**$0.00**	**$214,267.24**	**$234,603.76**	**47.73%**
SRS	REGULAR SALARIES	$288,495.00	$0.00	$0.00	$103,511.24	$184,983.76	35.88
	SOCIAL SECURITY	$21,368.00	$0.00	$0.00	$6,986.63	$14,381.37	32.7
	RETIREMENT	$30,674.00	$0.00	$0.00	$10,224.64	$20,449.36	33.33
	FLEX SPEND	$0.00	$0.00	$0.00	$28.00	-$28.00	0
	WORK COMP	$1,863.00	$0.00	$0.00	$621.32	$1,241.68	33.35
	ACCOUNTING/AUDIT	$2,170.00	$0.00	$0.00	$0.00	$2,170.00	0
	LEGAL SERVICES	$2,450.00	$48.23	$0.00	$1,345.65	$1,104.35	54.92
	CONTRACTED SERVICES	$33,453.00	$0.00	$0.00	$0.00	$33,453.00	0
	RENTAL/LEASES	$14,299.00	$1,182.46	$0.00	$5,948.62	$8,350.38	41.6
	PRINTING	$300.00	$0.00	$0.00	$104.52	$195.48	34.84
	POSTAGE	$50.00	$0.92	$0.00	$3.68	$46.32	7.36
	PHONE	$800.00	$79.92	$0.00	$398.00	$402.00	49.75
	COMPUTER/INTERNET SERVICE	$5,472.00	$2,204.76	$0.00	$3,103.70	$2,368.30	56.72
	SUPPLIES	$500.00	$0.00	$0.00	$0.00	$500.00	0
	COMPUTER SOFTWARE/LICENSE	$4,550.00	$35.30	$0.00	$159.20	$4,390.80	3.5
	TRAVEL EXPENSES/MILEAGE	$9,532.00	$0.00	$0.00	$2,434.95	$7,097.05	25.55
	CONFERENCE/CONVENTION/MTG	$4,000.00	$0.00	$0.00	$167.23	$3,832.77	4.18
		$419,976.00	**$3,551.59**	**$0.00**	**$135,037.38**	**$284,938.62**	**32.15%**

PROF DEV PD ESU	LEGAL SERVICES	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
	CONTRACTED SERVICES	$1,500.00	$0.00	$0.00	$1,536.00	-$36.00	102.4
	POSTAGE	$250.00	$7.11	$0.00	$14.68	$235.32	5.87
	SUPPLIES	$500.00	$0.00	$0.00	$7.65	$492.35	1.53
	TRAVEL EXPENSES/MILEAGE	$3,500.00	$0.00	$0.00	$0.00	$3,500.00	0
	CONFERENCE/CONVENTION/MTG	$12,500.00	$0.00	$0.00	$5,799.71	$6,700.29	46.4
		$19,250.00	**$7.11**	**$0.00**	**$7,358.04**	**$11,891.96**	**38.22%**
PD NOC	PROFESSIONAL DEVELOPMENT	$21,000.00	$0.00	$0.00	$0.00	$21,000.00	0
	PERIODICALS	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
	CONFERENCE/CONVENTION/MTG	$3,050.00	$0.00	$0.00	$1,494.00	$1,556.00	48.98
		$29,050.00	**$0.00**	**$0.00**	**$1,494.00**	**$27,556.00**	**5.14%**
PD SDA	PROFESSIONAL DEVELOPMENT	$5,350.00	$0.00	$0.00	$940.73	$4,409.27	17.58
	CONFERENCE/CONVENTION/MTG	$8,280.00	$0.00	$0.00	$8,994.50	-$714.50	108.63
		$13,630.00	**$0.00**	**$0.00**	**$9,935.23**	**$3,694.77**	**72.89%**
PD ESPD	LEGAL SERVICES	$0.00	$0.00	$0.00	$305.00	-$305.00	0
	PROFESSIONAL DEVELOPMENT	$14,000.00	$0.00	$0.00	$0.00	$14,000.00	0
	CONFERENCE/CONVENTION/MTG	$1,000.00	$0.00	$0.00	$374.13	$625.87	37.41
		$15,000.00	**$0.00**	**$0.00**	**$679.13**	**$14,320.87**	**4.53%**
PD TAG/TLT	PROFESSIONAL DEVELOPMENT	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
	TRAVEL EXPENSES/MILEAGE	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
	CONFERENCE/CONVENTION/MTG	$1,000.00	$0.00	$0.00	$1,430.00	-$430.00	143
		$10,000.00	**$0.00**	**$0.00**	**$1,430.00**	**$8,570.00**	**14.30%**
NWEA	CONTRACTED SERVICES	$104,000.00	$0.00	$0.00	$0.00	$104,000.00	0
	PROFESSIONAL DEVELOPMENT	$150,250.00	$0.00	$0.00	$0.00	$150,250.00	0
		$254,250.00	**$0.00**	**$0.00**	**$0.00**	**$254,250.00**	**0.00%**
PEP GRANT	PROFESSIONAL DEVELOPMENT	$25,500.00	$0.00	$0.00	$0.00	$25,500.00	0
		$25,500.00	**$0.00**	**$0.00**	**$0.00**	**$25,500.00**	**0.00%**
CRISIS	CONTRACTED SERVICES	$30,000.00	$0.00	$0.00	$30,506.31	-$506.31	101.69
	PROFESSIONAL DEVELOPMENT	$10,000.00	$0.00	$0.00	$8,912.15	$1,087.85	89.12
		$40,000.00	**$0.00**	**$0.00**	**$39,418.46**	**$581.54**	**98.55%**
INNOV GEN	REGULAR SALARIES	$156,663.00	$0.00	$0.00	$76,088.89	$80,574.11	48.57
	SOCIAL SECURITY	$11,649.00	$0.00	$0.00	$5,404.97	$6,244.03	46.4
	RETIREMENT	$15,103.00	$0.00	$0.00	$7,515.92	$7,587.08	49.76
	FLEX SPEND	$0.00	$0.00	$0.00	$49.00	-$49.00	0
	WORK COMP	$839.00	$0.00	$0.00	$456.48	$382.52	54.41
	CONTRACTED SERVICES	$76,815.00	$16,266.25	$0.00	$32,532.50	$44,282.50	42.35
	TRAVEL EXPENSES/MILEAGE	$7,186.00	$0.00	$0.00	$195.95	$6,990.05	2.73
		$268,255.00	**$16,266.25**	**$0.00**	**$122,243.71**	**$146,011.29**	**45.57%**
INNOV SIMPL	CONTRACTED SERVICES	$45,000.00	$0.00	$0.00	$22,724.75	$22,275.25	50.5
	TRAVEL EXPENSES/MILEAGE	$6,000.00	$0.00	$0.00	$212.53	$5,787.47	3.54
		$51,000.00	**$0.00**	**$0.00**	**$22,937.28**	**$28,062.72**	**44.98%**
INNOV TECH	CONTRACTED SERVICES	$80,214.00	$0.00	$0.00	$3,128.55	$77,085.45	3.9
	PROFESSIONAL DEVELOPMENT	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
	SUPPLIES	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
	COMPUTER HARDWARE	$35,000.00	$0.00	$0.00	$0.00	$35,000.00	0
	TRAVEL EXPENSES/MILEAGE	$12,466.00	$0.00	$0.00	$262.83	$12,203.17	2.11
		$135,680.00	**$0.00**	**$0.00**	**$3,391.38**	**$132,288.62**	**2.50%**

INNOV AAP	CONTRACTED SERVICES	$72,800.00	$0.00	$0.00	$28,800.00	$44,000.00	39.56
	PROFESSIONAL DEVELOPMENT	$5,000.00	$0.00	$0.00	$37.50	$4,962.50	0.75
	SUPPLIES	$250.00	$0.00	$0.00	$0.00	$250.00	0
	TRAVEL EXPENSES/MILEAGE	$14,700.00	$0.00	$0.00	$2,805.41	$11,894.59	19.08
		$92,750.00	**$0.00**	**$0.00**	**$31,642.91**	**$61,107.09**	**34.12%**
INNOV BLENDED	CONTRACTED SERVICES	$72,500.00	$0.00	$0.00	$20.00	$72,480.00	0.03
	SUPPLIES	$3,000.00	$0.00	$0.00	$50.24	$2,949.76	1.67
	COMPUTER SOFTWARE/LICENSE	$355.00	$0.00	$0.00	$0.00	$355.00	0
	COMPUTER HARDWARE	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
	TRAVEL EXPENSES/MILEAGE	$20,837.00	$289.87	$0.00	$5,935.19	$14,901.81	28.48
		$98,692.00	**$289.87**	**$0.00**	**$6,005.43**	**$92,686.57**	**6.09%**
INNOV NROC	CONTRACTED SERVICES	$187,500.00	$0.00	$0.00	$130,000.00	$57,500.00	69.33
	SUPPLIES	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
	COMPUTER SOFTWARE/LICENSE	$500.00	$0.00	$0.00	$0.00	$500.00	0
	COMPUTER HARDWARE	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
	TRAVEL EXPENSES/MILEAGE	$9,750.00	$1,480.30	$0.00	$3,466.13	$6,283.87	35.55
	CONFERENCE/CONVENTION/MTG	$4,328.00	$0.00	$0.00	$400.00	$3,928.00	9.24
		$207,078.00	**$1,480.30**	**$0.00**	**$133,866.13**	**$73,211.87**	**64.65%**
PROF DEV IMAT	PROFESSIONAL DEVELOPMENT	$0.00	-$750.00	$0.00	$0.00	$0.00	0
		$0.00	**-$750.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**
PD BLENDED	SUPPLIES	$300.00	$0.00	$0.00	$0.00	$300.00	0
	COMPUTER SOFTWARE/LICENSE	$750.00	$0.00	$0.00	$0.00	$750.00	0
	CONFERENCE/CONVENTION/MTG	$18,000.00	-$155.64	$0.00	$2,562.62	$15,437.38	14.24
		$19,050.00	**-$155.64**	**$0.00**	**$2,562.62**	**$16,487.38**	**13.45%**
IMAT	REGULAR SALARIES	$58,983.00	$0.00	$0.00	$24,135.56	$34,847.44	40.92
	SOCIAL SECURITY	$3,016.00	$0.00	$0.00	$1,493.01	$1,522.99	49.5
	RETIREMENT	$4,441.00	$0.00	$0.00	$2,384.08	$2,056.92	53.68
	WORK COMP	$270.00	$0.00	$0.00	$144.88	$125.12	53.66
	ACCOUNTING/AUDIT	$1,085.00	$0.00	$0.00	$0.00	$1,085.00	0
	LEGAL SERVICES	$1,225.00	$24.11	$0.00	$672.80	$552.20	54.92
	RENTAL/LEASES	$4,952.00	$141.86	$0.00	$4,245.58	$706.42	85.73
	POSTAGE	$50.00	$0.46	$0.00	$1.38	$48.62	2.76
	COMPUTER/INTERNET SERVICE	$1,545.00	$543.99	$0.00	$803.99	$741.01	52.04
	SUPPLIES	$50.00	$0.00	$0.00	$12.51	$37.49	25.02
	COMPUTER SOFTWARE/LICENSE	$150.00	$0.00	$0.00	$18.00	$132.00	12
	TRAVEL EXPENSES/MILEAGE	$2,600.00	$0.00	$0.00	$476.15	$2,123.85	18.31
	CONFERENCE/CONVENTION/MTG	$7,900.00	$0.00	$0.00	$0.00	$7,900.00	0
	PROGRAM PURCHASES	$153,116.00	$750.00	$0.00	$762.00	$152,354.00	0.5
		$239,383.00	**$1,460.42**	**$0.00**	**$35,149.94**	**$204,233.06**	**14.68%**
DEC	REGULAR SALARIES	$166,465.00	$0.00	$0.00	$59,508.76	$106,956.24	35.75
	SOCIAL SECURITY	$13,504.00	$0.00	$0.00	$2,819.99	$10,684.01	20.88
	RETIREMENT	$19,408.00	$0.00	$0.00	$5,878.16	$13,529.84	30.29
	WORK COMP	$1,179.00	$0.00	$0.00	$357.16	$821.84	30.29
	ACCOUNTING/AUDIT	$1,085.00	$0.00	$0.00	$0.00	$1,085.00	0
	LEGAL SERVICES	$1,225.00	$24.12	$0.00	$672.83	$552.17	54.92
	CONTRACTED SERVICES	$20,000.00	$280.00	$0.00	$12,660.00	$7,340.00	63.3
	RENTAL/LEASES	$5,752.00	$271.46	$0.00	$3,596.82	$2,155.18	62.53
	PRINTING	$500.00	$0.00	$0.00	$478.29	$21.71	95.66
	POSTAGE	$100.00	$2.30	$0.00	$8.24	$91.76	8.24
	PHONE	$0.00	$26.16	$0.00	$129.49	-$129.49	0
	COMPUTER/INTERNET SERVICE	$1,449.00	$475.99	$0.00	$735.99	$713.01	50.79
	SUPPLIES	$500.00	$0.00	$0.00	$168.87	$331.13	33.77
	PERIODICALS	$250.00	$0.00	$0.00	$0.00	$250.00	0
	COMPUTER SOFTWARE/LICENSE	$160.00	$0.00	$0.00	$18.00	$142.00	11.25
	COMPUTER HARDWARE	$26,383.00	$0.00	$0.00	$25,985.00	$398.00	98.49
	DUES/FEES	$305.00	$125.00	$0.00	$125.00	$180.00	40.98
	TRAVEL EXPENSES/MILEAGE	$5,000.00	$126.50	$0.00	$1,970.94	$3,029.06	39.42
	CONFERENCE/CONVENTION/MTG	$18,389.00	$0.00	$0.00	$0.00	$18,389.00	0

$281,654.00	**$1,331.53**	**$0.00**	**$115,113.54**	**$166,540.46**	**40.87%**
$2,966,040.00	**$29,905.78**	**$0.00**	**$987,744.81**	**$1,978,295.19**	**33.30%**

Educational Service Unit Coordinating Council (ESUCC)

Entrance Conference

FYE 8-31-15

February 8, 2016 at 9:00 a.m. (Nebraska State Office Building 5th Floor Conference Room)

Those in attendance

Auditor of Public Accounts (APA)	Agency Anticipated Attendance
Don Dunlap, Audit Manager	Jeff West, ESUCC Board President (via teleconference)
Acacia Crist, Auditor In Charge	David Ludwig, ESUCC Executive Director
Matt Schochenmaier, Auditor II	Dan Schnoes, ESUCC Board Treasurer (via teleconference)
Michael Kluender, Auditor	Priscilla Quintana, ESUCC Business Manager (via teleconference)
	Dennis Radford, ESUCC Fiscal Agent (via teleconference)
	Deb Hericks, Executive Assistant to ESUCC Executive Director (via teleconference)

To management and Educational Service Unit Coordinating Council (ESUCC) Board of Directors:

We will audit the financial statements of the governmental activities, and the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the ESUCC as of and for the fiscal year ended August 31, 2015.

We will report on certain other information that accompanies the ESUCC's financial statements. We will subject the following other information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Combining Schedule – General Fund

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting and to report on the fairness of the other information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the ESUCC and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the ESUCC's financial statements. Our report will be addressed to the

management and Board of Directors of the ESUCC. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the ESUCC's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the ESUCC's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the ESUCC is subject to an audit requirement that is not encompassed in the terms of this audit, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not auditing.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the ESUCC's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as representations contained therein. As part of the audit, we will assist with the preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

That individual will be ***David Ludwig, ESUCC Executive Director***.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with the cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the ESUCC complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the other information in accordance with the cash basis of accounting. You agree to include our report on the other information in any document that contains and indicates that we have reported on the other information. You also agree to include the audited financial statements with any presentation of the other information that includes our report thereon no later than the date the other information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the other information in accordance with the cash basis of accounting; (2) you believe the other information, including its form and content, is fairly presented in accordance with the cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the other information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Our audit of the financial statements does not relieve you or management of responsibilities.

Other Items

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the ESUCC; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the APA and constitutes confidential information. However, audit documentation and appropriate individuals will be made available to certain parties in accordance with Neb. Rev. Stat. § 84-311 Reissue 2014. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of APA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Information to be provided by the ESUCC:

- A complete listing of all statutes and rules and regulations that govern the ESUCC, including any statutes and rules and regulations that may have a material impact on the ESUCC's financial statements.
- All correspondence with relevant licensing or regulatory authorities that may have a material effect on the financial statements.
- Statistical information relating to the ESUCC.
- Attorney Generals' opinions pertaining to the ESUCC or any operations thereof.
- Information on any pending litigation involving or pertinent to the ESUCC. The APA will discuss any pending litigation with appropriate staff.

- Other items as identified and requested in the Prepared By Client (PBC) list already provided to management of the ESUCC.

Fraud (Current standards require additional procedures)

AICPA Statements on Auditing Standards require that we ensure management understands the risk of material misstatement due to fraud. Inquiries regarding fraud will be addressed with the ESUCC's management (Board Chair, head of Audit Committee, Director, Chief Financial Officer) and others within the ESUCC, such as internal audit staff, in-house legal counsel, and employees with varying levels of authority within the ESUCC. The APA's staff will be making those inquiries throughout the audit to determine whether staff is aware of any actual, suspected, or alleged fraud, investigations within the agency, strange or unusual transactions, or transactions outside of the normal course of business.

Please contact us at any time to report any issues regarding strange or unusual transactions, fraud, or potential fraud.

Disciplinary Actions

With the appropriate level of management, the APA will also discuss any staff disciplinary actions or suspensions. The APA is primarily concerned with actions that would have a financial impact, but we need to be aware of <u>all</u> disciplinary actions in order for us to make a proper determination of the impact of such actions. The following inquiries will be made:

Has there been any disciplinary action or investigative suspension taken against the ESUCC employees in the last fiscal year to date? If so, who has been disciplined and is the issue resolved or pending? The APA will need details to determine if there is a financial or internal control impact.

Entity Designation of a Contact Person:

The ESUCC may choose to designate a "contact person" to assist in facilitating the APA's access to information during the audit. It should be understood, however, that the APA will exercise sole discretion in determining when, or even if, to utilize the service of any individual so designated.

Regardless of whether the ESUCC designates a "contact person" for the audit, the APA requires direct, timely, and unimpeded access to both records and personnel of the ESUCC. GAGAS also requires auditors to document the impact on the engagement when it is not in compliance with GAGAS requirements such as ***restrictions on access to records***, etc.

The APA may seek the assistance of a "contact person" designated by the ESUCC to facilitate access to needed information; however, the APA cannot be compelled to do so. Nor will the APA defer in any other way to the ESUCC representatives regarding the methodology of the audit, especially with respect to accessing records and/or personnel of the ESUCC.

Neb. Rev. Stat. § 84-305 (2015 Neb. Laws, LB 539, § 10) states, in relevant part:

> *(1) The Auditor of Public Accounts shall have access to any and all information and records, confidential or otherwise, of any public entity, in whatever form or mode the records may be, unless the auditor is denied such access by federal law or explicitly named and denied such access by state law. If such a law exists, the public entity shall provide the auditor with a written explanation of its inability to produce such information and records and, after reasonable accommodations are made, shall grant the auditor access to all information and records or portions thereof that can legally be reviewed.*
>
> *(2) Upon receipt of a written request by the Auditor of Public Accounts for access to any information or records, the public entity shall provide to the auditor as soon as is practicable and without delay, but not more than three business days after actual receipt of the request, either (a) the requested materials or (b)(i) if there is a legal basis for refusal to comply with the request, a written denial of the*

> *request together with the information specified in subsection (1) of this section or (ii) if the entire request cannot with reasonable good faith efforts be fulfilled within three business days after actual receipt of the request due to the significant difficulty or the extensiveness of the request, a written explanation, including the earliest practicable date for fulfilling the request, and an opportunity for the auditor to modify or prioritize the items within the request. No delay due to the significant difficulty or the extensiveness of any request for access to information or records shall exceed three calendar weeks after actual receipt of such request by any public entity. The three business days shall be computed by excluding the day the request is received, after which the designated period of time begins to run. Business day does not include a Saturday, a Sunday, or a day during which the offices of the custodian of the public records are closed.*

Additionally, 2015 Neb. Laws, LB 539, § 11, which became effective on May 28, 2015, provides a criminal penalty for refusing to cooperate with an audit, as follows:

> *Any person who willfully fails to comply with the provisions of section 84-305 or who otherwise willfully obstructs or hinders the conduct of an audit, examination, or related activity by the Auditor of Public Accounts or who willfully misleads or attempts to mislead any person charged with the duty of conducting such audit, examination, or related activity shall be guilty of a Class II misdemeanor.*

Any attempt by the ESUCC personnel to interfere with or restrict the APA's direct, timely, and unimpeded access to either records or personnel, whether through an intermediary or otherwise, will be treated as a violation of both the above statutory provision and applicable auditing standards – and will be responded to accordingly.

Other issues:

- We understand that ESUCC utilized three computer systems for accounting purposes for the fiscal year ended August 31, 2015. They were:

  1. The **Harris Fund Accounting Program** was used by ESU #17 to process the payroll for the ESU#17 employees contracted to work on ESUCC projects.

  2. The **eFinance Plus web-based Program** was used by ESUCC for accounting transactions.

  Is this correct? Does the agency utilize any other significant computer systems?

- Has the ESUCC had, or is the ESUCC now involved in, any Equal Opportunity cases?

- Has the ESUCC had any other financial or compliance work (audits, attestations, Federal reviews, or other studies) performed for the period being audited or the previous two or three years, including any reviews conducted by DAS? If so, please provide a copy of any findings or recommendations.

Entity's Response to Draft Report:

Upon completion of the audit, the APA will provide the ESUCC with a draft copy of the audit report. The ESUCC will then be given ten (10) calendar days in which to offer the APA written responses to any of the findings contained therein. This is done in compliance with GAGAS, which requires auditors to obtain the views of responsible officials of the audited entity regarding the findings, conclusions, and recommendations, as well as any planned corrective actions.

As permitted under GAGAS, if the ESUCC either fails or chooses not to offer the APA written responses to any of the findings contained in the audit report within the ten (10) calendar days provided, the APA will issue the report without receiving comments from the audited entity.

Any written comments provided by the ESUCC should be kept to a reasonable length, preferably no more than five sentences each. If a written comment received meets that criterion, the APA will include it verbatim in the

report. Any written comment that exceeds the specified length will be summarized in the audit report by the APA, as permitted under GAGAS.

In accordance with GAGAS, if the APA disagrees with any written comment received, the APA will explain in the report our reasons for disagreement. If, in the APA's opinion, any written comment is found to be valid and supported with sufficient, appropriate evidence, the APA will modify our report as necessary.

Unless the APA determines that further audit work is warranted, presentation of the draft report to the entity generally indicates that the audit is near completion. Therefore, it is important for the ESUCC to respond fully and timely to any inquiries, requests for records and/or other information, or preliminary findings by the APA during the course of the audit. The ESUCC must not wait to provide such responses until the exit conference or in its written comments to the draft report. Attempting to do so will likely prolong the audit, as well as require the APA to include in the final audit report a comment regarding the ESUCC's failure to cooperate with the audit.

ESUCC concerns

We began our audit on February 1, 2016. We expect to issue our reports no later than April 30, 2016. Don Dunlap is the Manager and is responsible for supervising the engagement and signing the reports.

We believe this letter accurately summarizes the significant terms of our audit. If you have any questions, please let us know.

ESU COORDINATING COUNCIL
PRINT COMBINING BALANCE SHEET

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

FUND GROUP - - GENERAL FUND

ACCOUNT - - - - - TITLE - - - - -	DEBITS	CREDITS
09000 CASH	1,057,466.61	.00
TOTAL CASH	1,057,466.61	.00
09296 PRE-PAID POSTAGE	988.08	.00
TOTAL PRE-PAID POSTAGE	988.08	.00
TOTAL ASSETS	1,058,454.69	.00
09401 ACCOUNTS PAYABLE	.00	.05
TOTAL ACCOUNTS PAYABLE	.00	.05
TOTAL LIABILITIES	.00	.05
TOTAL REV CONT	.00	869,534.78
TOTAL EXP CONT	987,744.81	.00
TOTAL REV BUD CONTL	4,911,040.00	.00
TOTAL EXP BUD CONT	.00	4,911,040.00
TOTAL FUND BALANCE	.00	1,176,664.67
TOTAL EQUITIES	5,898,784.81	6,957,239.45
TOTAL REPORT	6,957,239.50	6,957,239.50

Account Number: 20611699
Statement Date: 01/31/2018

UBT Union Bank & Trust

P.O. Box 82535 · Lincoln, NE 68501-2535 · ubt.com · Member FDIC

6310 0300 OO RP 01 02012018 NNNNNN 01 002842 0008

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING
1292 E 4TH ST
AINSWORTH NE 69210-1225

Union Bank & Trust
238 East 4th Street
Ainsworth NE 69210

TELEPHONE:402-387-1350

Is Your Contact Info Correct?
Help us reach you, protect your identity, and let you know about new services and features. Please review and update your contact information. Stop by your local branch or contact https://www.ubt.com/help.

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/29/17	42,619.95
NPAIT Sweep Redemption		8,000.00	01/02/18	50,619.95
CHECK # 14160	75.00		01/04/18	50,544.95
CHECK # 14172	365.00		01/04/18	50,179.95
DEPOSIT		10,042.57	01/05/18	60,222.52
SYSCO PAYMENTS 059CA000008686		69.61	01/05/18	60,292.13
DEPOSIT		13.19	01/09/18	60,305.32
NPAIT Sweep Purchase	10,000.00		01/09/18	50,305.32
CHECK # 14188	317.53		01/09/18	49,987.79
NPAIT Sweep Redemption		1,000.00	01/10/18	50,987.79
VISA PAYMENT 486551XXXXX8112	52.80		01/10/18	50,934.99
VISA PAYMENT 486551XXXXX8120	1,056.11		01/10/18	49,878.88
VISA PAYMENT 486551XXXXX5239	6,208.80		01/10/18	43,670.08
NPAIT Sweep Redemption		7,000.00	01/11/18	50,670.08
DEPOSIT		2,569.42	01/16/18	53,239.50
APDIRDEP ESU 11 Accounts payable direct deposit		76.00	01/16/18	53,315.50
CHECK # 14179	689.00		01/16/18	52,626.50
CHECK # 14180	825.00		01/16/18	51,801.50
CHECK # 14181	1,256.00		01/16/18	50,545.50
CHECK # 14184	1,529.74		01/16/18	49,015.76
DEPOSIT		2,171.21	01/17/18	51,186.97
NPAIT Sweep Redemption		4,000.00	01/17/18	55,186.97
CHECK # 14183	93.00		01/17/18	55,093.97
CHECK # 14189	327.00		01/17/18	54,766.97

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

WITHDRAWALS OUTSTANDING - NOT CHARGED TO ACCOUNT

NO.	$	

6310 0300 OO RP 01 02012018 NNNNNN 01 002842 0008

UBT
Union Bank & Trust

Account Number: 20611699
Statement Date: 01/31/2018

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 14182	16,266.25		01/17/18	38,500.72
NPAIT Sweep Redemption		14,000.00	01/18/18	52,500.72
DEPOSIT		2,060.74	01/19/18	54,561.46
NPAIT Sweep Purchase	2,000.00		01/19/18	52,561.46
SYSCO PAYMENTS 061CA000181727		10,335.55	01/23/18	62,897.01
NPAIT Sweep Purchase	2,000.00		01/23/18	60,897.01
CHECK # 14186	54.75		01/23/18	60,842.26
NPAIT Sweep Purchase	10,000.00		01/24/18	50,842.26
DEPOSIT		200.28	01/25/18	51,042.54
TIME WARNER CABL TWCAUTOPAY 0013468361 SPA	218.56		01/25/18	50,823.98
DEPOSIT		284.29	01/29/18	51,108.27
CHECK # 14187	95.23		01/29/18	51,013.04
NPAIT Sweep Purchase	1,000.00		01/31/18	50,013.04
BALANCE THIS STATEMENT			01/31/18	50,013.04

TOTAL CREDITS	(15)	61,822.86	MINIMUM BALANCE	38,500.72
TOTAL DEBITS	(21)	54,429.77	AVG AVAILABLE BALANCE	49,793.65
			AVERAGE BALANCE	51,052.69

YOUR CHECKS SEQUENCED

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
01/04	14160*	75.00	01/16	14181	1,256.00	01/23	14186	54.75
01/04	14172*	365.00	01/17	14182	16,266.25	01/29	14187	95.23
01/16	14179	689.00	01/17	14183	93.00	01/09	14188	317.53
01/16	14180	825.00	01/16	14184*	1,529.74	01/17	14189	327.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

* * * C O N T I N U E D * * *

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 5, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 10 042 57
⑆104910795⑆ 009

1/5/2018 $$10,042.57 0

TranDt=01/05/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000114382333

1/5/2018 $$10,042.57 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 9, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 13.19
⑆104910795⑆ 009

1/9/2018 $$13.19 0

TranDt=01/09/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000132843095

1/9/2018 $$13.19 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 16, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 2569.42
⑆104910795⑆ 009

1/16/2018 $$2,569.42 0

TranDt=01/16/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000132844198

1/16/2018 $$2,569.42 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 17, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 2171.21
⑆104910795⑆ 009

1/17/2018 $$2,171.21 0

1/17/2018 $$2,171.21 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 19, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 2060.74
⑆104910795⑆ 009

1/19/2018 $$2,060.74 0

TranDt=01/19/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000104596014

1/19/2018 $$2,060.74 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 25, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 200.28
⑆104910795⑆ 009

1/25/2018 $$200.28 0

TranDt=01/25/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000132845767

1/25/2018 $$200.28 0

CHECKING ACCOUNT DEPOSIT
UBT Union Bank & Trust
DATE 1/29/18
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
DEPOSIT TO THE ACCOUNT OF
NAME ESUCC
ACCOUNT NUMBER 2061 1699
TOTAL DEPOSIT $ 284.29
⑆104910795⑆ 009

1/29/2018 $$284.29 0

TranDt=01/29/18 Amt=UNION BANK & TRUST COMPANY
RtNum=104910795 ItemNum=0001142386072

1/29/2018 $$284.29 0

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 12/07/17 CHECK NO 14160
AMOUNT $*********75.00*
PAY THE SUM OF *********75* DOLLARS AND *NO* CENTS
TO THE ORDER OF RODENAY INC 1124 EAST 4TH STREET AINSWORTH NE 69210
PRESIDENT TREASURER
⑈00014160⑈ ⑆104910795⑆ 2061 1699⑈

1/4/2018 $$75.00 14160

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 12/19/17 CHECK NO. 14172
AMOUNT $*******365.00*
PAY THE SUM OF *******365* DOLLARS AND *NO* CENTS
TO THE ORDER OF RODENAY INC 1124 EAST 4TH STREET AINSWORTH NE 69210
PRESIDENT TREASURER
⑈00014172⑈ ⑆104910795⑆ 2061 1699⑈

1/4/2018 $$365.00 14172

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14179
AMOUNT $*******689.00*
PAY THE SUM OF *******689* DOLLARS AND *NO* CENTS
TO THE ORDER OF NEB SCHOOL LAW 301 S. 13TH STREET SUITE 210 LINCOLN NE 68128
PRESIDENT TREASURER
⑈00014179⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$689.00 14179

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14180
AMOUNT $*******825.00*
PAY THE SUM OF *******825* DOLLARS AND *NO* CENTS
TO THE ORDER OF NASD 1111 STOCKWELL STREET LINCOLN NE 68502
PRESIDENT TREASURER
⑈00014180⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$825.00 14180

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14181
AMOUNT $****1,256.00*
PAY THE SUM OF ******1256* DOLLARS AND *NO* CENTS
TO THE ORDER OF UNL ITS COMMUNICATION CENTER 211 NH LINCOLN LINCOLN NE 68588-0532
AK00006164
PRESIDENT TREASURER
⑈00014181⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$1,256.00 14181

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14182
AMOUNT $****16,266.25*
PAY THE SUM OF *****16266* DOLLARS AND *25* CENTS
TO THE ORDER OF RMC RESEARCH CORPORATION 1501 WILSON BLVD SUITE 400 ARLINGTON VA 22209
3050-000-04
PRESIDENT TREASURER
⑈00014182⑈ ⑆104910795⑆ 2061 1699⑈

1/17/2018 $$16,266.25 14182

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO 14183
AMOUNT $********93.00*
PAY THE SUM OF ********93* DOLLARS AND *NO* CENTS
TO THE ORDER OF COMFORT INN SUITES 331 NORTH COTNER LINCOLN NE 68505
PRESIDENT TREASURER
⑈00014183⑈ ⑆104910795⑆ 2061 1699⑈

1/17/2018 $$93.00 14183

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14184
AMOUNT $****1,529.74*
PAY THE SUM OF ******1529* DOLLARS AND *74* CENTS
TO THE ORDER OF ESU 3 6949 SOUTH 110TH STREET OMAHA NE 68128-5722
PRESIDENT TREASURER
⑈00014184⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$1,529.74 14184

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO 14186
AMOUNT $********54.75*
PAY THE SUM OF ********54* DOLLARS AND *75* CENTS
TO THE ORDER OF DER KIRICKS 11908 WOOLWORTH AVE OMAHA NE 68144
PRESIDENT TREASURER
⑈00014186⑈ ⑆104910795⑆ 2061 1699⑈

1/23/2018 $$54.75 14186

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14187
AMOUNT $********95.23*
PAY THE SUM OF ********95* DOLLARS AND *23* CENTS
TO THE ORDER OF BETH KARES 92354 546TH AVENUE LEIGH NE 68643
PRESIDENT TREASURER
⑈00014187⑈ ⑆104910795⑆ 2061 1699⑈

1/29/2018 $$95.23 14187

Nebraska ESU Coordinating Council
1202 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
233 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14188

AMOUNT $*******317.53*

PAY THE SUM OF *******317* DOLLARS AND *53* CENTS

TO THE ORDER OF PRISCILLA QUINTANA
PO BOX 16
LONG PINE NE 69217

PRESIDENT

TREASURER

⑈00014188⑈ ⑆104910795⑆ 2061 1699⑈

1/9/2018 $$317.53 14188

Nebraska ESU Coordinating Council
1202 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
233 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14189

AMOUNT $*******327.00*

PAY THE SUM OF *******327* DOLLARS AND *00* CENTS

TO THE ORDER OF HOLIDAY INN EXPRESS OMAHA WEST
13131 I STREET
OMAHA NE 68137

PRESIDENT

TREASURER

⑈00014189⑈ ⑆104910795⑆ 2061 1699⑈

1/17/2018 $$327.00 14189

Nebraska Public Agency Investment Trust
Account Statement
January 1, 2018 to January 31, 2018

NEBRASKA ESU COORDINATING COUNCIL
1292 E 4TH ST
AINSWORTH, NE 69210-1225

NPAIT
PO BOX 82529
Lincoln, NE 68501
Toll Free: (800) 640-8817
Local: (402) 323-1615

Account Number: **XXXXX5-001**

Fund Summary

	PRICE PER SHARE	SHARES OWNED	MARKET VALUE
Nebraska Public Agency Investment Trust XXXXX5-001	$1.00	1,008,541.14	$1,008,541.14

Transaction Summary

Nebraska Public Agency Investment Trust
XXXXX5-001

TRADE DATE	SETTLEMENT DATE	TRANSACTION DESCRIPTION	SHARES	AMOUNT
1/1/2018		Beginning Shares Balance	1,016,760.55	$1,016,760.55
1/2/2018	1/2/2018	Redemption	(8,000.00)	($8,000.00)
1/9/2018	1/9/2018	Purchase	10,000.00	$10,000.00
1/10/2018	1/10/2018	Redemption	(1,000.00)	($1,000.00)
1/11/2018	1/11/2018	Redemption	(7,000.00)	($7,000.00)
1/17/2018	1/17/2018	Redemption	(4,000.00)	($4,000.00)
1/18/2018	1/18/2018	Redemption	(14,000.00)	($14,000.00)
1/19/2018	1/19/2018	Purchase	2,000.00	$2,000.00
1/23/2018	1/23/2018	Purchase	2,000.00	$2,000.00
1/24/2018	1/24/2018	Purchase	10,000.00	$10,000.00
1/31/2018	1/31/2018	Purchase	1,000.00	$1,000.00
1/31/2018	1/31/2018	Interest	780.59	$780.59
		Total :	**1,008,541.14**	**$1,008,541.14**

Accrual Details for Holdings between 01/01/2018 and 01/31/2018

Fund: NPAIT

Account Number: 123885-001

NEBRASKA ESU COORDINATING COUNCIL

NEBRASKA ESU COORDINATING COUNCIL

Settlement Date	Price Cycle	Settled Shares	Accrual Factor	Accrual Dividend* (USD)	Non-Div. Distribution Accrual Paid (USD)	Accrual Paid (USD)	Cumulative Accrual Dividend* (USD)
01/02/2018	EOD	1,008,760.5500	0.0000256755	25.90	0.00	0.00	25.90
01/03/2018	EOD	1,008,760.5500	0.0000253600	25.58	0.00	0.00	51.48
01/04/2018	EOD	1,008,760.5500	0.0000261865	26.42	0.00	0.00	77.90
01/05/2018	EOD	1,008,760.5500	0.0000756039	76.27	0.00	0.00	154.16
01/08/2018	EOD	1,008,760.5500	0.0000251591	25.38	0.00	0.00	179.54
01/09/2018	EOD	1,018,760.5500	0.0000249530	25.42	0.00	0.00	204.97
01/10/2018	EOD	1,017,760.5500	0.0000255578	26.01	0.00	0.00	230.98
01/11/2018	EOD	1,010,760.5500	0.0000255855	25.86	0.00	0.00	256.84
01/12/2018	EOD	1,010,760.5500	0.0001032280	104.34	0.00	0.00	361.18
01/16/2018	EOD	1,010,760.5500	0.0000262211	26.50	0.00	0.00	387.68
01/17/2018	EOD	1,006,760.5500	0.0000259103	26.09	0.00	0.00	413.77
01/18/2018	EOD	992,760.5500	0.0000261311	25.94	0.00	0.00	439.71
01/19/2018	EOD	994,760.5500	0.0000786015	78.19	0.00	0.00	517.90
01/22/2018	EOD	994,760.5500	0.0000263133	26.18	0.00	0.00	544.07
01/23/2018	EOD	996,760.5500	0.0000261557	26.07	0.00	0.00	570.14
01/24/2018	EOD	1,006,760.5500	0.0000262927	26.47	0.00	0.00	596.61
01/25/2018	EOD	1,006,760.5500	0.0000262815	26.46	0.00	0.00	623.07
01/26/2018	EOD	1,006,760.5500	0.0000783323	78.86	0.00	0.00	701.93
01/29/2018	EOD	1,006,760.5500	0.0000260018	26.18	0.00	0.00	728.11
01/30/2018	EOD	1,006,760.5500	0.0000258320	26.01	0.00	0.00	754.12
01/31/2018	EOD	1,008,541.1400	0.0000262716	26.50	0.00	780.59	0.03
Total: Accrual computed without daily compounding					**0.03**		

Accrued Dividend prior to 01/01/2018: 0.00

* Displaying Accrual Dividend rounded to two decimal places for reporting purpose only

January 2018 Bank Reconciliation:

Beginning Bank Balance:			$1,059,380.50
Cleared Deposits/Cash Receipts:		$	27,822.86
Deposits	$ 21,022.86		
Journal Entries	$ 6,800.00		
Interest Earned:		$	780.59
Cleared Checks/Payments:		$	29,429.77
Payments Cleared	$ 29,429.77		
Ending Bank Balance:			$1,058,554.18

Reconciliation Completed By: _____ 2/23/18

Reconcilation Reviewed By: _____

EFINANCE - POWERSCHOOL
DATE: 02/23/2018
TIME: 14:40:40

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
DEPOSITS LIST

BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 01/06/2018 BEGINNING BALANCE: 1,059,380.50 INTEREST EARNED: 780.59
STATEMENT END DATE: 02/05/2018 ENDING BALANCE: 1,058,554.18 FEES CHARGED: 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK		07/20/2015			
N	08/25/2015		232.60	COOP SYSCO ADMIN FEES	072015PQ
N	08/25/2015		232.60	COOP SYSCO ADMIN FEES	072015PQ
N	08/25/2015		886.59	COOP SYSCO ADMIN FEES	072415PQ
N	08/25/2015		886.59	COOP SYSCO ADMIN FEES	072415PQ
N	08/16/2016		180.61	COOP	071916PQ
N	08/16/2016		180.61	COOP	071916PQ
N	10/03/2016		8,846.97	COOP SYSCO ADMIN FEE	091316PQ
N	10/03/2016		8,846.97	COOP SYSCO ADMIN FEE	091316PQ
N	10/03/2016		31.58	COOP SYSCO ADMIN FEE	091616PQ
N	10/03/2016		31.58	COOP SYSCO ADMIN FEE	091616PQ
N	05/04/2017		355.87	COOP SYSCO ADMIN FEE	041817PQ
N	05/04/2017		355.87	COOP SYSCO ADMIN FEE	041817PQ
N	05/04/2017		12,217.50	COOP SYSCO ADMIN FEE	042117PQ
N	05/04/2017		12,217.50	COOP SYSCO ADMIN FEE	042117PQ
Y	01/05/2018		3,242.57	COOP INTERNLINE ADMIN FEE	010518PQ
Y	01/05/2018		69.61	COOP SYSCO ADMIN FEE	010518PQ
Y	01/09/2018		13.19	COOP MIDWEST SHOP ADMIN F	010918PQ
Y	01/16/2018		278.63	COOP INSIGHT ADMIN FEE	011618PQ
Y	01/16/2018		2,290.79	COOP VOSS ADMIN FEE	011618PQ
Y	01/19/2018		2,171.21	COOP INTERLINE ADMIN FEE	011718PQ
Y	01/19/2018		2,060.74	COOP SCHOOL SPECIALTY	011918PQ
Y	01/25/2018		200.28	COOP MNJ ADMIN FEE	012518PQ
Y	01/29/2018		270.07	COOP DUDE SOLUTIONS ADM F	012918PQ
Y	01/29/2018		14.22	COOP MACKIN ADMIN FEE	012918PQ
Y	01/31/2018		10,335.55	COOP SYSCO ADMIN FEE	012318PQ
Y	02/01/2018		76.00	ESU #11 ACH DEPOSIT ERROR	011618PQ
DEPOSIT: BLANK		01/16/2018	66,526.30		

TOTAL DEPOSITS 66,526.30
TOTAL CLEARED DEPOSITS 21,022.86
TOTAL UNCLEARED DEPOSITS 45,503.44

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
JOURNAL ENTRIES LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 01/06/2018 BEGINNING BALANCE: 1,059,380.50 INTEREST EARNED: 780.59
STATEMENT END DATE: 02/05/2018 ENDING BALANCE: 1,058,554.18 FEES CHARGED: 0.00

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
N	08/25/2015	BANKREC	11.17	RECONCILIATION INTEREST	20150731	
N	04/30/2016	BANKREC	92.84	RECONCILIATION INTEREST	20160430	
N	08/16/2016	BANKREC	156.42	RECONCILIATION INTEREST	20160731	
N	09/02/2016	BANKREC	122.29	RECONCILIATION INTEREST	20160831	
N	10/03/2016	BANKREC	145.94	RECONCILIATION INTEREST	20160930	
N	12/02/2016	BANKREC	189.30	RECONCILIATION INTEREST	20161130	
N	05/04/2017	BANKREC	344.59	RECONCILIATION INTEREST	20170430	
Y	01/05/2018	36	6,800.00	RECEIVABLE-RC- 010518PQ	010518PQ	

TOTAL JOURNAL ENTRIES	7,862.55
TOTAL CLEARED JOURNAL ENTRIES	6,800.00
TOTAL UNCLEARED JOURNAL ENTRIES	1,062.55

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
PAYMENTS LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 01/06/2018 BEGINNING BALANCE: 1,059,380.50 INTEREST EARNED: 780.59
STATEMENT END DATE: 02/05/2018 ENDING BALANCE: 1,058,554.18 FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	08/03/2017	14027	30,754.00	MANUAL		1056	ESU 2
Y	12/07/2017	14160	75.00	MANUAL	02/05/2018	1073	RODEWAY INN
N	12/19/2017	14166	200.00	MANUAL		1055	NAG
Y	12/19/2017	14172	365.00	MANUAL	02/05/2018	1073	RODEWAY INN
Y	01/09/2018	14179	689.00	MANUAL	02/05/2018	1247	KSB SCHOOL LAW
Y	01/09/2018	14180	825.00	MANUAL	02/05/2018	1041	NASB
Y	01/09/2018	14181	1,256.00	MANUAL	02/05/2018	1431	UNL ITS COMMUNICATION CENTER
Y	01/09/2018	14182	16,266.25	MANUAL	02/05/2018	1054	RMC RESEARCH CORPORATION
Y	01/09/2018	14183	93.00	MANUAL	02/05/2018	1387	COMFORT INN SUITES
Y	01/09/2018	14184	1,529.74	MANUAL	02/05/2018	1057	ESU 3
N	01/09/2018	14185	887.57	MANUAL		1155	DAVID LUDWIG
Y	01/09/2018	14186	54.75	MANUAL	02/05/2018	1061	DEB HERICKS
Y	01/09/2018	14187	95.23	MANUAL	02/05/2018	1314	BETH KABES
Y	01/09/2018	14188	317.53	MANUAL	02/05/2018	1076	PRISCILLA QUINTANA
Y	01/09/2018	14189	327.00	MANUAL	02/05/2018	1384	HOLIDAY INN EXPRESS OMAHA WEST
Y	01/09/2018	EFT00075	7,317.71	MANUAL	02/05/2018	1039	UNION BANK & TRUST COMPANY
Y	01/25/2018	EFT00079	218.56	MANUAL	02/05/2018	1044	SPECTRUM BUSINESS
N	02/03/2018	EFT00076	1,403.00	MANUAL		1209	CINCINNATI INSURANCE COMPANY

TOTAL PAYMENTS	62,674.34
TOTAL CLEARED PAYMENTS	29,429.77
TOTAL UNCLEARED PAYMENTS	33,244.57

Bank Account Reconciliation - ESU COORDINATING COUNCIL

Secure | https://finance.esu3.org/gas2.50/wa/sua/7ad9b1f4930be89a048d97daaedae59a/12#

eFinancePLUS a PLUS 360 Application

Bank Account Reconciliation - ESU COORDINATING COUNCIL

PRICILLA QUINTANA

Details Report Search

Date: 02/23/2018 Period: 5/18

Bank Statement Information

Bank Account * UNION BANK AND TRUST

Statement Begin Date * 01/06/2018 Beginning Balance * 1,059,380.50

Statement End Date * 02/05/2018 Ending Balance * 1,058,554.18

Interest/Fees

Date * 01/31/2018 Complete ☑

Period * 5 Interest Earned * 780.59

Year * 2018 Fees Charged * 0.00

Deposits | Payments | Journal Entries | Adjustments | Voids

Deposits

Clear	Deposit Date	Deposit	Amount
☐	09/13/2016		17,693.94
☐	09/16/2016		63.16
☐	04/18/2017		711.74
☐	04/21/2017		24,435.00
☑	01/05/2018		3,312.18
☑	01/09/2018		13.19
☑	01/16/2018		2,645.42

Transaction Totals

Deposits	66,526.30
Payments	62,674.34
Journal Entries	7,862.55
Book Balance	1,071,875.60
Bank Ending Balance	1,058,554.18

Cleared Amounts

Bank Beginning Balance	1,059,380.50
Deposits	21,022.86
Payments	29,429.77
Journal Entries	6,800.00
Adjustments Debits	0.00
Adjustments Credits	0.00
Interest Earned	780.59
Fees Charged	0.00
Reconciled Ending Balance	1,058,554.18

Uncleared Amounts

Deposits	45,503.44
Payments	33,244.57
Journal Entries	1,062.55
Difference	0.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 0110100000 - GENERAL ESUCC/ADM							
21000	SALARIES	.00	.00	.00	.00	.00	.00
21100	REGULAR SALARIES	132,112.00	.00	.00	44,037.36	88,074.64	33.33
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	9,593.00	.00	.00	1,522.46	8,070.54	15.87
22200	RETIREMENT	13,050.00	.00	.00	4,349.92	8,700.08	33.33
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	793.00	.00	.00	264.32	528.68	33.33
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23000	PURCHASED SERVICES	.00	.00	.00	.00	.00	.00
23140	LOBBYIST FEES	30,200.00	.00	.00	13,950.00	16,250.00	46.19
23150	ACCOUNTING/AUDIT	13,330.00	.00	.00	.00	13,330.00	.00
23160	FISCAL MANAGEMENT FEE	2,500.00	.00	.00	824.00	1,676.00	32.96
23170	LEGAL SERVICES	15,050.00	296.27	.00	8,266.11	6,783.89	54.92
23180	CONTRACTED SERVICES	3,000.00	.00	.00	1,500.00	1,500.00	50.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	4,815.00	337.85	.00	1,942.93	2,872.07	40.35
23280	INSURANCE/BONDS	10,292.00	.00	.00	1,403.00	8,889.00	13.63
23500	ADVERTISING	1,500.00	.00	.00	651.90	848.10	43.46
23525	PRINTING	2,000.00	15.41	.00	480.98	1,519.02	24.05
23810	POSTAGE	750.00	31.48	.00	226.76	523.24	30.23
23820	PHONE	600.00	52.34	.00	259.02	340.98	43.17
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24000	SUPPLIES/MATERIALS	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	400.00	.00	.00	74.47	325.53	18.62
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	27.00	-27.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25000	CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	750.00	.00	.00	.00	750.00	.00
26000	OTHER EXPENSES	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	15,679.00	.00	.00	13,044.00	2,635.00	83.19
26700	TRAVEL EXPENSES/MILEAGE	25,277.00	1,119.83	.00	5,297.14	19,979.86	20.96
26800	CONFERENCE/CONVENTION/MTG	15,280.00	2,294.32	.00	7,091.02	8,188.98	46.41
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
27000	TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL	GENERAL ESUCC/ADM	296,971.00	4,147.50	.00	105,212.39	191,758.61	35.43
ORG UNIT - 0120100000 - GENERAL ADM GENERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	.00	.00	.00	.00	.00	.00
23280	INSURANCE/BONDS	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	GENERAL ADM GENERAL	.00	.00	.00	.00	.00	.00

ORG UNIT - 0130300000 - COOP COOP GENERAL

21100	REGULAR SALARIES	221,461.00	.00	.00	73,820.24	147,640.76	33.33
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	13,683.00	.00	.00	4,284.72	9,398.28	31.31
22200	RETIREMENT	21,875.00	.00	.00	7,291.80	14,583.20	33.33
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	1,329.00	.00	.00	442.80	886.20	33.32
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	13,330.00	.00	.00	.00	13,330.00	.00
23160	FISCAL MANAGEMENT FEE	.00	.00	.00	.00	.00	.00
23170	LEGAL SERVICES	15,050.00	296.27	.00	8,266.11	6,783.89	54.92
23180	CONTRACTED SERVICES	6,700.00	.00	.00	.00	6,700.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	14,260.00	111.03	.00	5,440.55	8,819.45	38.15
23280	INSURANCE/BONDS	384.00	.00	.00	128.00	256.00	33.33
23500	ADVERTISING	2,500.00	.00	.00	.00	2,500.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
23525	PRINTING	2,900.00	.00	.00	2,567.50	332.50	88.53
23810	POSTAGE	1,500.00	3.68	.00	385.45	1,114.55	25.70
23820	PHONE	1,008.00	.00	.00	336.00	672.00	33.33
23830	COMPUTER/INTERNET SERVICE	598.00	339.99	.00	379.99	218.01	63.54
24100	SUPPLIES	2,000.00	.00	.00	95.47	1,904.53	4.77
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	104,583.00	.00	.00	104,351.33	231.67	99.78
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	3,210.00	.00	.00	.00	3,210.00	.00
26600	REPAYMENT MEMBER EQUITY	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	13,000.00	529.22	.00	3,290.64	9,709.36	25.31
26800	CONFERENCE/CONVENTION/MTG	9,500.00	996.66	.00	3,186.64	6,313.36	33.54
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	COOP COOP GENERAL	448,871.00	2,276.85	.00	214,267.24	234,603.76	47.73

ORG UNIT - 0140400000 - SRS SRS GENERAL

21100	REGULAR SALARIES	288,495.00	.00	.00	103,511.24	184,983.76	35.88
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	21,368.00	.00	.00	6,986.63	14,381.37	32.70
22200	RETIREMENT	30,674.00	.00	.00	10,224.64	20,449.36	33.33
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	28.00	-28.00	.00
22400	WORK COMP	1,863.00	.00	.00	621.32	1,241.68	33.35
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	2,170.00	.00	.00	.00	2,170.00	.00
23170	LEGAL SERVICES	2,450.00	48.23	.00	1,345.65	1,104.35	54.92
23180	CONTRACTED SERVICES	33,453.00	.00	.00	.00	33,453.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	14,299.00	1,182.46	.00	5,948.62	8,350.38	41.60
23280	INSURANCE/BONDS	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	300.00	.00	.00	104.52	195.48	34.84
23810	POSTAGE	50.00	.92	.00	3.68	46.32	7.36
23820	PHONE	800.00	79.92	.00	398.00	402.00	49.75
23830	COMPUTER/INTERNET SERVICE	5,472.00	2,204.76	.00	3,103.70	2,368.30	56.72
24100	SUPPLIES	500.00	.00	.00	.00	500.00	.00
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	4,550.00	35.30	.00	159.20	4,390.80	3.50
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
26700	TRAVEL EXPENSES/MILEAGE	9,532.00	.00	.00	2,434.95	7,097.05	25.55
26800	CONFERENCE/CONVENTION/MTG	4,000.00	.00	.00	167.23	3,832.77	4.18
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	SRS SRS GENERAL	419,976.00	3,551.59	.00	135,037.38	284,938.62	32.15
ORG UNIT - 0150500000 - PROF DEV PD GENERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
TOTAL	PROF DEV PD GENERAL	.00	.00	.00	.00	.00	.00
ORG UNIT - 0150500200 - PROF DEV PD ESU							
23170	LEGAL SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
23180	CONTRACTED SERVICES	1,500.00	.00	.00	1,536.00	-36.00	102.40
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23810	POSTAGE	250.00	7.11	.00	14.68	235.32	5.87
24100	SUPPLIES	500.00	.00	.00	7.65	492.35	1.53
26700	TRAVEL EXPENSES/MILEAGE	3,500.00	.00	.00	.00	3,500.00	.00
26800	CONFERENCE/CONVENTION/MTG	12,500.00	.00	.00	5,799.71	6,700.29	46.40
TOTAL	PROF DEV PD ESU	19,250.00	7.11	.00	7,358.04	11,891.96	38.22
ORG UNIT - 0150500400 - PROF DEV PD FEDERAL							
23180	CONTRACTED SERVICES	500,000.00	.00	.00	.00	500,000.00	.00
TOTAL	PROF DEV PD FEDERAL	500,000.00	.00	.00	.00	500,000.00	.00
ORG UNIT - 0150510200 - PROF DEV NOC ESU							
23190	PROFESSIONAL DEVELOPMENT	21,000.00	.00	.00	.00	21,000.00	.00
24400	PERIODICALS	5,000.00	.00	.00	.00	5,000.00	.00
26800	CONFERENCE/CONVENTION/MTG	3,050.00	.00	.00	1,494.00	1,556.00	48.98
TOTAL	PROF DEV NOC ESU	29,050.00	.00	.00	1,494.00	27,556.00	5.14

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 0150520200 - PROF DEV SDA ESU							
23190	PROFESSIONAL DEVELOPMENT	5,350.00	.00	.00	940.73	4,409.27	17.58
26800	CONFERENCE/CONVENTION/MTG	8,280.00	.00	.00	8,994.50	-714.50	108.63
TOTAL	PROF DEV SDA ESU	13,630.00	.00	.00	9,935.23	3,694.77	72.89
ORG UNIT - 0150530200 - PROF DEV ESPD ESU							
23170	LEGAL SERVICES	.00	.00	.00	305.00	-305.00	.00
23190	PROFESSIONAL DEVELOPMENT	14,000.00	.00	.00	.00	14,000.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	1,000.00	.00	.00	374.13	625.87	37.41
TOTAL	PROF DEV ESPD ESU	15,000.00	.00	.00	679.13	14,320.87	4.53
ORG UNIT - 0150540200 - PROF DEV TAG ESU							
23190	PROFESSIONAL DEVELOPMENT	8,000.00	.00	.00	.00	8,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	1,000.00	.00	.00	.00	1,000.00	.00
26800	CONFERENCE/CONVENTION/MTG	1,000.00	.00	.00	1,430.00	-430.00	143.00
TOTAL	PROF DEV TAG ESU	10,000.00	.00	.00	1,430.00	8,570.00	14.30
ORG UNIT - 0150550200 - PROF DEV NWEA ESU							
23180	CONTRACTED SERVICES	104,000.00	.00	.00	.00	104,000.00	.00
23190	PROFESSIONAL DEVELOPMENT	150,250.00	.00	.00	.00	150,250.00	.00
TOTAL	PROF DEV NWEA ESU	254,250.00	.00	.00	.00	254,250.00	.00
ORG UNIT - 0150555300 - INTEL/PEP GRANT							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	25,500.00	.00	.00	.00	25,500.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
TOTAL	INTEL/PEP GRANT	25,500.00	.00	.00	.00	25,500.00	.00
ORG UNIT - 0150560000 - PROF DEV CRISIS GENERAL							
23180	CONTRACTED SERVICES	30,000.00	.00	.00	30,506.31	-506.31	101.69
23190	PROFESSIONAL DEVELOPMENT	10,000.00	.00	.00	8,912.15	1,087.85	89.12

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	PROF DEV CRISIS GENERAL	40,000.00	.00	.00	39,418.46	581.54	98.55
ORG UNIT - 0150570310 - GEN GRANT							
21100	REGULAR SALARIES	156,663.00	.00	.00	76,088.89	80,574.11	48.57
22100	SOCIAL SECURITY	11,649.00	.00	.00	5,404.97	6,244.03	46.40
22200	RETIREMENT	15,103.00	.00	.00	7,515.92	7,587.08	49.76
22305	FLEX SPEND	.00	.00	.00	49.00	-49.00	.00
22400	WORK COMP	839.00	.00	.00	456.48	382.52	54.41
23180	CONTRACTED SERVICES	76,815.00	16,266.25	.00	32,532.50	44,282.50	42.35
26700	TRAVEL EXPENSES/MILEAGE	7,186.00	.00	.00	195.95	6,990.05	2.73
TOTAL	GEN GRANT	268,255.00	16,266.25	.00	122,243.71	146,011.29	45.57
ORG UNIT - 0150570311 - SIMPL							
23180	CONTRACTED SERVICES	45,000.00	.00	.00	22,724.75	22,275.25	50.50
26700	TRAVEL EXPENSES/MILEAGE	6,000.00	.00	.00	212.53	5,787.47	3.54
TOTAL	SIMPL	51,000.00	.00	.00	22,937.28	28,062.72	44.98
ORG UNIT - 0150570312 - TECH INF							
23180	CONTRACTED SERVICES	80,214.00	.00	.00	3,128.55	77,085.45	3.90
23190	PROFESSIONAL DEVELOPMENT	5,000.00	.00	.00	.00	5,000.00	.00
24100	SUPPLIES	3,000.00	.00	.00	.00	3,000.00	.00
25600	COMPUTER HARDWARE	35,000.00	.00	.00	.00	35,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	12,466.00	.00	.00	262.83	12,203.17	2.11
TOTAL	TECH INF	135,680.00	.00	.00	3,391.38	132,288.62	2.50
ORG UNIT - 0150570313 - AAP							
23180	CONTRACTED SERVICES	72,800.00	.00	.00	28,800.00	44,000.00	39.56
23190	PROFESSIONAL DEVELOPMENT	5,000.00	.00	.00	37.50	4,962.50	.75
24100	SUPPLIES	250.00	.00	.00	.00	250.00	.00
26700	TRAVEL EXPENSES/MILEAGE	14,700.00	.00	.00	2,805.41	11,894.59	19.08
TOTAL	AAP	92,750.00	.00	.00	31,642.91	61,107.09	34.12
ORG UNIT - 0150570314 - BLENDED							
23180	CONTRACTED SERVICES	72,500.00	.00	.00	20.00	72,480.00	.03
24100	SUPPLIES	3,000.00	.00	.00	50.24	2,949.76	1.67
24650	COMPUTER SOFTWARE/LICENSE	355.00	.00	.00	.00	355.00	.00
25600	COMPUTER HARDWARE	2,000.00	.00	.00	.00	2,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	20,837.00	289.87	.00	5,935.19	14,901.81	28.48

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	BLENDED	98,692.00	289.87	.00	6,005.43	92,686.57	6.09
ORG UNIT - 0150570315 - NROC							
23180	CONTRACTED SERVICES	187,500.00	.00	.00	130,000.00	57,500.00	69.33
24100	SUPPLIES	3,000.00	.00	.00	.00	3,000.00	.00
24650	COMPUTER SOFTWARE/LICENSE	500.00	.00	.00	.00	500.00	.00
25600	COMPUTER HARDWARE	2,000.00	.00	.00	.00	2,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	9,750.00	1,480.30	.00	3,466.13	6,283.87	35.55
26800	CONFERENCE/CONVENTION/MTG	4,328.00	.00	.00	400.00	3,928.00	9.24
TOTAL	NROC	207,078.00	1,480.30	.00	133,866.13	73,211.87	64.65
ORG UNIT - 0150570400 - PROF DEV NMPDS GR FEDERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	PROF DEV NMPDS GR FEDERAL	.00	.00	.00	.00	.00	.00
ORG UNIT - 0150575400 - SLDS GRANT							
23180	CONTRACTED SERVICES	350,000.00	.00	.00	.00	350,000.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	SLDS GRANT	350,000.00	.00	.00	.00	350,000.00	.00
ORG UNIT - 0150600200 - PROF DEV IMAT ESU							
23190	PROFESSIONAL DEVELOPMENT	.00	-750.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
TOTAL	PROF DEV IMAT ESU	.00	-750.00	.00	.00	.00	.00

ORG UNIT - 0150620000 - PD BLENDED ESU

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
24100	SUPPLIES	300.00	.00	.00	.00	300.00	.00
24650	COMPUTER SOFTWARE/LICENSE	750.00	.00	.00	.00	750.00	.00
26800	CONFERENCE/CONVENTION/MTG	18,000.00	-155.64	.00	2,562.62	15,437.38	14.24
TOTAL	PD BLENDED ESU	19,050.00	-155.64	.00	2,562.62	16,487.38	13.45
ORG UNIT - 0160100000 - BLENDED ADM GENERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED ADM GENERAL	.00	.00	.00	.00	.00	.00
ORG UNIT - 0160600000 - BLENDED IMAT GENERAL							
21100	REGULAR SALARIES	58,983.00	.00	.00	24,135.56	34,847.44	40.92
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	3,016.00	.00	.00	1,493.01	1,522.99	49.50
22200	RETIREMENT	4,441.00	.00	.00	2,384.08	2,056.92	53.68
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	270.00	.00	.00	144.88	125.12	53.66
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	1,085.00	.00	.00	.00	1,085.00	.00
23170	LEGAL SERVICES	1,225.00	24.11	.00	672.80	552.20	54.92
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	4,952.00	141.86	.00	4,245.58	706.42	85.73
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	50.00	.46	.00	1.38	48.62	2.76
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	1,545.00	543.99	.00	803.99	741.01	52.04
24100	SUPPLIES	50.00	.00	.00	12.51	37.49	25.02
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	150.00	.00	.00	18.00	132.00	12.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	2,600.00	.00	.00	476.15	2,123.85	18.31
26800	CONFERENCE/CONVENTION/MTG	7,900.00	.00	.00	.00	7,900.00	.00
26850	PROGRAM PURCHASES	153,116.00	750.00	.00	762.00	152,354.00	.50
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED IMAT GENERAL	239,383.00	1,460.42	.00	35,149.94	204,233.06	14.68

ORG UNIT - 0160620000 - BLENDED DEC GENERAL

21100	REGULAR SALARIES	166,465.00	.00	.00	59,508.76	106,956.24	35.75
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	13,504.00	.00	.00	2,819.99	10,684.01	20.88
22200	RETIREMENT	19,408.00	.00	.00	5,878.16	13,529.84	30.29
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	1,179.00	.00	.00	357.16	821.84	30.29
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	1,085.00	.00	.00	.00	1,085.00	.00
23170	LEGAL SERVICES	1,225.00	24.12	.00	672.83	552.17	54.92
23180	CONTRACTED SERVICES	20,000.00	280.00	.00	12,660.00	7,340.00	63.30
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	5,752.00	271.46	.00	3,596.82	2,155.18	62.53
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	500.00	.00	.00	478.29	21.71	95.66
23810	POSTAGE	100.00	2.30	.00	8.24	91.76	8.24
23820	PHONE	.00	26.16	.00	129.49	-129.49	.00
23830	COMPUTER/INTERNET SERVICE	1,449.00	475.99	.00	735.99	713.01	50.79
24100	SUPPLIES	500.00	.00	.00	168.87	331.13	33.77
24400	PERIODICALS	250.00	.00	.00	.00	250.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	160.00	.00	.00	18.00	142.00	11.25
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	26,383.00	.00	.00	25,985.00	398.00	98.49

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
26300	DUES/FEES	305.00	125.00	.00	125.00	180.00	40.98
26700	TRAVEL EXPENSES/MILEAGE	5,000.00	126.50	.00	1,970.94	3,029.06	39.42
26800	CONFERENCE/CONVENTION/MTG	18,389.00	.00	.00	.00	18,389.00	.00
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED DEC GENERAL	281,654.00	1,331.53	.00	115,113.54	166,540.46	40.87

ORG UNIT - 0160641000 - BLENDED LMS GENERAL

21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	.00	.00	.00	.00	.00	.00
23170	LEGAL SERVICES	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED LMS GENERAL	.00	.00	.00	.00	.00	.00

ORG UNIT - 0170100000 - ADMIN FLOW THROUGH

26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	ADMIN FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 0170300000 - COOP FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	760,000.00	.00	.00	.00	760,000.00	.00
TOTAL	COOP FLOW THROUGH	760,000.00	.00	.00	.00	760,000.00	.00
ORG UNIT - 0170400000 - SRS FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	SRS FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170500000 - PD FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	235,000.00	.00	.00	.00	235,000.00	.00
TOTAL	PD FLOW THROUGH	235,000.00	.00	.00	.00	235,000.00	.00
ORG UNIT - 0170550000 - NWEA FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	NWEA FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170560000 - CRISIS FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	CRISIS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 0170600000 - IMAT FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	20,000.00	.00	.00	.00	20,000.00	.00
TOTAL	IMAT FLOW THROUGH	20,000.00	.00	.00	.00	20,000.00	.00
ORG UNIT - 0170602000 - IMAT SP PROJ FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	IMAT SP PROJ FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170603000 - IMAT MED ACQ FLOW THROUGH							

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	IMAT MED ACQ FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170620000 - DEC FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	DEC FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 0170641000 - LMS FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	.00	.00	.00	.00	.00	.00
TOTAL	LMS FLOW THROUGH	.00	.00	.00	.00	.00	.00
TOTAL REPORT		4,911,040.00	29,905.78	.00	987,744.81	3,923,295.19	20.11

January 31, 2018

Budget Summary

Checkbook Balances:

As of Sept. 1, 2017 = $1,145,753.21

As of Jan 1, 2018= $1,027,986.50

	January 2018 Receipts	January 2018 Disbursements	Jan 2017 Receipts	Jan 2017 Disbursements
ESUCC Admin	$856.59	($4,172.53)	$346.05	($14,988.39)
COOP	$20,946.86	($2,273.17)	$24,415.09	($25,348.16)
DEC	$0.00	($1,329.23)	$0.00	($23,756.41)
IMAT	$0.00	($709.96)	$0.00	($13,965.87)
LMS	$0.00	$0.00	$0.00	$0.00
SRS	$5,500.00	($3,550.67)	$0.00	($32,214.80)
PDO	$1,300.00	($17,841.78)	$6,420.00	($29,763.02)
	$28,603.45	($29,877.34)	$31,181.14	($140,036.65)
ESUCC Reserve	*$250,000.00*			
As of January 2018 =	**$1,026,712.61**		**Dec 31, 2016 =**	**$1,519,029.81**

Outstanding Receipts

ESUCC Admin.	***$1,629.41***
Current Year Lobbiest Fees (ESU 6)	*$1,629.41*
COOP	***$11,937.46***
Annual Buy Vendor Admin Fees	*$634.30*
AEPA School Orders Worldbook/Movie Lic.	*$199.36*
AEPA/Special Buys/Food/Custodial Admin Fees	*$11,103.80*
DEC	***$0.00***
	$0.00
IMAT	***$5,400.00***
Current Year MSA Fees (ESU 6 & ESU 18)	*$5,400.00*
SRS	***$0.00***
	$0.00
PDO	***$19,370.00***
PD Fees	*$17,420.00*
Crisis	*$1,950.00*
Total:	**$38,336.87**

	FY Net Activity 01/31/18
ESUCC Admin	$191,712.94
COOP	$17,436.32
DEC	($105,855.30)
IMAT	$68,564.94
SRS	($47,033.69)
PDO	($243,865.81)
	($119,040.60)

Budget Notes/Comments, January 2018:

20.11% Total Budget Usage

33.30% Adjusted Budget Usage

41.65% Budget Usage Average (12 months)

Notes/Special Receipts, January 2018:

$10,335.55 Sysco Admin Fee, COOP

$5,500.00 SRS MSA Fee

$15,835.55

Notes/Special Disbursements, January 2018:

$1,500.00	Sparq Data
$7,200.00	Mindshine
$16,500.00	ISMKE
$30,251.00	University/NE Public Policy Cntr
$55,451.00	

February Expenses, Payable 03/09/18, Total $140,472.64

Equal Level	$6,750.00
Mindshine	$7,200.00

* Innovation funds, $245,306.99
Submitted for reimbursement 12/13/17

* DEC Allocation funds, $281,654
Requested these funds on 12/15/17
Received $253,488.60 on 2/16/18

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	14027 V	08/03/17	1056	ESU 2	01	09999	SRS DOUBLE PAYMENT	0.00	-30,754.00
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0110100000	23170	ESUCC LEGAL SERVICE	0.00	296.27
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0130300000	23170	COOP LEGAL SERVICE	0.00	296.27
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0140400000	23170	SRS LEGAL SERVICE	0.00	48.23
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0160600000	23170	IMAT LEGAL SERVICE	0.00	24.11
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0160641000	23170	LMS LEGAL SERVICE	0.00	24.12
TOTAL CHECK								0.00	689.00
09000	14180	01/09/18	1041	NASB	0140400000	23270	SRS RENT LINCOLN	0.00	825.00
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0130300000	23830	COOP COMP/INTERNET	0.00	125.60
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0140400000	23830	SRS COMP/INTERNET S	0.00	753.60
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0160600000	23830	IMAT COMP/INTERNET	0.00	200.96
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0160620000	23830	DEC COMP/INTERNET S	0.00	175.84
TOTAL CHECK								0.00	1,256.00
09000	14182	01/09/18	1054	RMC RESEARCH CORPOR	0150570310	23180	INNOV GEN CONSULTAN	0.00	16,266.25
09000	14183	01/09/18	1387	COMFORT INN SUITES	0130300000	26700	COOP TRAVEL/LODGING	0.00	93.00
09000	14184	01/09/18	1057	ESU 3	0110100000	23270	ESUCC RENT OMAHA	0.00	337.85
09000	14184	01/09/18	1057	ESU 3	0130300000	23270	COOP RENT OMAHA	0.00	111.03
09000	14184	01/09/18	1057	ESU 3	0140400000	23270	SRS RENT OMAHA	0.00	357.46
09000	14184	01/09/18	1057	ESU 3	0160600000	23270	IMAT RENT OMAHA	0.00	141.86
09000	14184	01/09/18	1057	ESU 3	0160620000	23270	DEC RENT OMAHA	0.00	271.46
09000	14184	01/09/18	1057	ESU 3	0110100000	23820	ESUCC PHONE OMAHA	0.00	52.34
09000	14184	01/09/18	1057	ESU 3	0160620000	23820	DEC PHONE OMAHA	0.00	26.16
09000	14184	01/09/18	1057	ESU 3	0140400000	23820	SRS PHONE OMAHA	0.00	26.16
09000	14184	01/09/18	1057	ESU 3	0110100000	23810	ESUCC POSTAGE OMAHA	0.00	17.51
09000	14184	01/09/18	1057	ESU 3	0110100000	23525	ESUCC PRINTING OMAH	0.00	15.41
09000	14184	01/09/18	1057	ESU 3	0110100000	26800	ESUCC MEETING EXPEN	0.00	172.50
TOTAL CHECK								0.00	1,529.74
09000	14185	01/09/18	1155	DAVID LUDWIG	0110100000	26700	ESUCC TRAVEL EXP RE	0.00	887.57
09000	14186	01/09/18	1061	DEB HERICKS	0110100000	26700	ESUCC TRAVEL EXP RE	0.00	54.75
09000	14187	01/09/18	1314	BETH KABES	0150570314	26700	INNOV BLENDED TRAVE	0.00	95.23
09000	14188	01/09/18	1076	PRISCILLA QUINTANA	0110100000	26700	ESUCC TRAVEL EXP RE	0.00	158.76
09000	14188	01/09/18	1076	PRISCILLA QUINTANA	0130300000	26700	COOP TRAVEL EXP REI	0.00	158.77
TOTAL CHECK								0.00	317.53
09000	14189	01/09/18	1384	HOLIDAY INN EXPRESS	0130300000	26700	COOP TRAVEL/LODGING	0.00	218.00
09000	14189	01/09/18	1384	HOLIDAY INN EXPRESS	0160620000	26700	DEC TRAVEL/LODGING	0.00	109.00
TOTAL CHECK								0.00	327.00
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0110100000	26800	ESUCC CONFERENCE EX	0.00	1,936.36
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0110100000	26700	ESUCC TRAVEL EXPENS	0.00	18.75
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0110100000	26800	ESUCC CONFERENCE EX	0.00	224.46
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	23180	DEC NDLA CONFERENCE	0.00	280.00

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0150570315	26700	INNOV NROC TRAVEL E	0.00	1,480.30
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	26300	DEC NCSA MEMBER DUE	0.00	125.00
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0130300000	23830	COOP JITBIT COMP/IN	0.00	214.39
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0140400000	23830	SRS JITBIT COMP/INT	0.00	1,286.36
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160600000	23830	IMAT JITBIT COMP/IN	0.00	343.03
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	26700	DEC TRAVEL EXPENSE	0.00	17.50
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0140400000	24650	SRS SOFTWARE, GITHU	0.00	25.00
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0140400000	24650	SRS SOFTWARE, ATLAS	0.00	10.30
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0130300000	26800	COOP CONFERENCE EXP	0.00	996.66
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0130300000	26700	COOP TRAVEL EXP	0.00	59.45
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	23830	DEC JITBIT COMP/INT	0.00	300.15
TOTAL CHECK								0.00	7,317.71
09000	EFT00079	01/25/18	1044	SPECTRUM BUSINESS	0140400000	23820	SRS PHONE LINCOLN	0.00	53.76
09000	EFT00079	01/25/18	1044	SPECTRUM BUSINESS	0140400000	23830	SRS INTERNET LINCOL	0.00	164.80
TOTAL CHECK								0.00	218.56
TOTAL CASH ACCOUNT								0.00	-876.66
TOTAL FUND								0.00	-876.66
TOTAL REPORT								0.00	-876.66

ESU COORDINATING COUNCIL
SUMMARY EXPENDITURE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR BUDGET	CURRENT YEAR EXPENDITURES	CURRENT YEAR BALANCE	CURRENT YEAR %	PRIOR YEAR BUDGET	PRIOR YEAR EXPENDITURES	PRIOR YEAR BALANCE	PRIOR YEAR %
TOTAL ESUCC/ADM	296,971.00	105,212.39	191,758.61	35.43	319,740.00	94,567.12	225,172.88	29.58
TOTAL GENERAL	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL COOP	448,871.00	214,267.24	234,603.76	47.73	702,351.00	310,813.71	391,537.29	44.25
TOTAL SRS	419,976.00	135,037.38	284,938.62	32.15	466,492.00	134,115.00	332,377.00	28.75
TOTAL PROF DEV	2,129,185.00	382,964.32	1,746,220.68	17.99	1,300,828.00	217,681.86	1,083,146.14	16.73
TOTAL BLENDED	521,037.00	150,263.48	370,773.52	28.84	876,371.00	158,875.28	717,495.72	18.13
TOTAL FLOW THROUGH	1,095,000.00	.00	1,095,000.00	.00	1,095,000.00	11,770.60	1,083,229.40	1.07
TOTAL GENERAL FUND	4,911,040.00	987,744.81	3,923,295.19	20.11	4,760,782.00	927,823.57	3,832,958.43	19.49
TOTAL REPORT	4,911,040.00	987,744.81	3,923,295.19	20.11	4,760,782.00	927,823.57	3,832,958.43	19.49

ESU COORDINATING COUNCIL
BATCH MANUAL CHECK EDIT LIST

CONTROL NUMBER: 030918PQ CHECK NO: 14211

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7463	02/28/18		0110100000	21100	1064	ESU 17		N	.00	11,009.33
7/18	pquintan	09000		6475	ESUCC SALARIES		03/09/2018	Y	.00	.00
7464	02/28/18		0110100000	22100	1064	ESU 17		N	.00	797.41
7/18	pquintan	09000		6475	ESUCC SS/MEDICARE		03/09/2018	Y	.00	.00
7465	02/28/18		0110100000	22200	1064	ESU 17		N	.00	1,087.48
7/18	pquintan	09000		6475	ESUCC RETIREMENT		03/09/2018	Y	.00	.00
7466	02/28/18		0110100000	22400	1064	ESU 17		N	.00	66.08
7/18	pquintan	09000		6475	ESUCC WORK COMP		03/09/2018	Y	.00	.00
7467	02/28/18		0110100000	23160	1064	ESU 17		N	.00	206.00
7/18	pquintan	09000		6475	ESUCC FISCAL AGENT FEE		03/09/2018	Y	.00	.00
7468	02/28/18		0110100000	23270	1064	ESU 17		N	.00	63.42
7/18	pquintan	09000		6475	ESUCC RENT AINSWORTH		03/09/2018	Y	.00	.00
7469	02/28/18		0130300000	21100	1064	ESU 17		N	.00	18,455.04
7/18	pquintan	09000		6475	COOP SALARIES		03/09/2018	Y	.00	.00
7470	02/28/18		0130300000	22100	1064	ESU 17		N	.00	1,114.15
7/18	pquintan	09000		6475	COOP SS/MEDICARE		03/09/2018	Y	.00	.00
7471	02/28/18		0130300000	22200	1064	ESU 17		N	.00	1,822.95
7/18	pquintan	09000		6475	COOP RETIREMENT		03/09/2018	Y	.00	.00
7472	02/28/18		0130300000	22400	1064	ESU 17		N	.00	110.70
7/18	pquintan	09000		6475	COOP WORK COMP		03/09/2018	Y	.00	.00
7473	02/28/18		0130300000	23270	1064	ESU 17		N	.00	1,013.35
7/18	pquintan	09000		6475	COOP RENT AINSWORTH		03/09/2018	Y	.00	.00
7476	02/28/18		0130300000	23280	1064	ESU 17		N	.00	32.00
7/18	pquintan	09000		6475	COOP BOND/INSUR		03/09/2018	Y	.00	.00
7475	02/28/18		0130300000	23525	1064	ESU 17		N	.00	17.50
7/18	pquintan	09000		6475	COOP PRINTING/COPIER		03/09/2018	Y	.00	.00
7474	02/28/18		0130300000	23820	1064	ESU 17		N	.00	84.00
7/18	pquintan	09000		6475	COOP PHONE AINSWORTH		03/09/2018	Y	.00	.00
7487	02/28/18		0140400000	21100	1064	ESU 17		N	.00	25,877.79
7/18	pquintan	09000		6475	SRS SALARIES		03/09/2018	Y	.00	.00
7488	02/28/18		0140400000	22100	1064	ESU 17		N	.00	1,793.92
7/18	pquintan	09000		6475	SRS SS/MEDICARE		03/09/2018	Y	.00	.00

ESU COORDINATING COUNCIL
BATCH MANUAL CHECK EDIT LIST

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7489	02/28/18		0140400000	22200	1064	ESU 17		N	.00	2,556.16
7/18	pquintan	09000		6475	SRS RETIREMENT		03/09/2018	Y	.00	.00
7491	02/28/18		0140400000	22305	1064	ESU 17		N	.00	7.00
7/18	pquintan	09000		6475	SRS WAGE WORKS		03/09/2018	Y	.00	.00
7490	02/28/18		0140400000	22400	1064	ESU 17		N	.00	155.33
7/18	pquintan	09000		6475	SRS WORK COMP		03/09/2018	Y	.00	.00
7492	02/28/18		0140400000	23270	1064	ESU 17		N	.00	9.08
7/18	pquintan	09000		6475	SRS RENT AINSWORTH		03/09/2018	Y	.00	.00
7493	02/28/18		0150570310	21100	1064	ESU 17		N	.00	19,022.22
7/18	pquintan	09000		6475	INNOV GEN SALARIES		03/09/2018	Y	.00	.00
7494	02/28/18		0150570310	22100	1064	ESU 17		N	.00	1,350.30
7/18	pquintan	09000		6475	INNOV GEN SS/MEDICARE		03/09/2018	Y	.00	.00
7495	02/28/18		0150570310	22200	1064	ESU 17		N	.00	1,878.98
7/18	pquintan	09000		6475	INNOV GEN RETIREMENT		03/09/2018	Y	.00	.00
7497	02/28/18		0150570310	22305	1064	ESU 17		N	.00	14.00
7/18	pquintan	09000		6475	INNOV GEN WAGE WORKS		03/09/2018	Y	.00	.00
7496	02/28/18		0150570310	22400	1064	ESU 17		N	.00	114.12
7/18	pquintan	09000		6475	INNOV GEN WORK COMP		03/09/2018	Y	.00	.00
7482	02/28/18		0160600000	21100	1064	ESU 17		N	.00	6,033.87
7/18	pquintan	09000		6475	IMAT SALARIES		03/09/2018	Y	.00	.00
7483	02/28/18		0160600000	22100	1064	ESU 17		N	.00	424.81
7/18	pquintan	09000		6475	IMAT SS/MEDICARE		03/09/2018	Y	.00	.00
7484	02/28/18		0160600000	22200	1064	ESU 17		N	.00	596.02
7/18	pquintan	09000		6475	IMAT RETIREMENT		03/09/2018	Y	.00	.00
7485	02/28/18		0160600000	22400	1064	ESU 17		N	.00	36.22
7/18	pquintan	09000		6475	IMAT WORK COMP		03/09/2018	Y	.00	.00
7486	02/28/18		0160600000	23270	1064	ESU 17		N	.00	9.07
7/18	pquintan	09000		6475	IMAT RENT AINSWORTH		03/09/2018	Y	.00	.00
7477	02/28/18		0160620000	21100	1064	ESU 17		N	.00	14,877.18
7/18	pquintan	09000		6475	DEC SALARIES		03/09/2018	Y	.00	.00
7478	02/28/18		0160620000	22100	1064	ESU 17		N	.00	1,005.77
7/18	pquintan	09000		6475	DEC SS/MEDICARE		03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7479	02/28/18		0160620000	22200	1064	ESU 17		N	.00	1,469.54
7/18	pquintan	09000		6475	DEC RETIREMENT		03/09/2018	Y	.00	.00
7480	02/28/18		0160620000	22400	1064	ESU 17		N	.00	89.29
7/18	pquintan	09000		6475	DEC WORK COMP		03/09/2018	Y	.00	.00
7481	02/28/18		0160620000	23270	1064	ESU 17		N	.00	9.08
7/18	pquintan	09000		6475	DEC RENT AINSWORTH		03/09/2018	Y	.00	.00
TOTAL CHECK 14211										113,209.16
CONTROL NUMBER: 030918PQ		CHECK NO: 14212								
7498	02/28/18		0110100000	23140	1318	BROMM & ASSOCIATES		N	.00	330.50
7/18	pquintan	09000		157	ESUCC LOBBYIST FEES		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14213								
7499	02/28/18		0110100000	23170	1247	KSB SCHOOL LAW		M	.00	410.44
7/18	pquintan	09000		4195	ESUCC LEGAL FEES		03/09/2018	Y	.00	.00
7500	02/28/18		0130300000	23170	1247	KSB SCHOOL LAW		M	.00	410.43
7/18	pquintan	09000		4195	COOP LEGAL FEES		03/09/2018	Y	.00	.00
7501	02/28/18		0140400000	23170	1247	KSB SCHOOL LAW		M	.00	66.82
7/18	pquintan	09000		4195	SRS LEGAL FEES		03/09/2018	Y	.00	.00
7504	02/28/18		0150530200	23170	1247	KSB SCHOOL LAW		M	.00	310.00
7/18	pquintan	09000		4195	ESPD LEGAL FEES		03/09/2018	Y	.00	.00
7502	02/28/18		0160600000	23170	1247	KSB SCHOOL LAW		M	.00	33.40
7/18	pquintan	09000		4195	IMAT LEGAL FEES		03/09/2018	Y	.00	.00
7503	02/28/18		0160620000	23170	1247	KSB SCHOOL LAW		M	.00	33.41
7/18	pquintan	09000		4195	DEC LEGAL FEES		03/09/2018	Y	.00	.00
TOTAL CHECK 14213										1,264.50
CONTROL NUMBER: 030918PQ		CHECK NO: 14214								
7505	02/28/18		0110100000	26300	1041	NASB		N	.00	400.00
7/18	pquintan	09000		43546/43731	ESUCC NASB MEMBERSHIP		03/09/2018	Y	.00	.00
7506	02/28/18		0140400000	23270	1041	NASB		N	.00	825.00
7/18	pquintan	09000		43546/43731	SRS RENT LINCOLN		03/09/2018	Y	.00	.00
TOTAL CHECK 14214										1,225.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14215								

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7507	02/28/18		0130300000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	62.90
7/18	pquintan 09000			437987	COOP DATA CENTER SPACE		03/09/2018	Y	.00	.00
7508	02/28/18		0140400000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	377.40
7/18	pquintan 09000			437987	SRS DATA CENTER SPACE		03/09/2018	Y	.00	.00
7509	02/28/18		0160600000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	100.64
7/18	pquintan 09000			437987	IMAT DATA CENTER SPACE		03/09/2018	Y	.00	.00
7510	02/28/18		0160620000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	88.06
7/18	pquintan 09000			437987	DEC DATA CENTER SPACE		03/09/2018	Y	.00	.00
TOTAL CHECK 14215										629.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14216								
7511	02/28/18		0130300000	26800	1098	AESA		N	.00	800.00
7/18	pquintan 09000			2-464	COOP AEPA CONF REGISTRAT		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14217								
7512	02/28/18		0130300000	23180	1311	EQUAL LEVEL		N	.00	6,750.00
7/18	pquintan 09000			1364	COOP CONTRACTED SERVICE		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14218								
7513	02/28/18		0150570313	23180	1382	MINDSHINE TECHNOLOGIES LLC		M	.00	7,200.00
7/18	pquintan 09000			ESUCC-14	INNOV AAP CONTRACT SERV		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14219								
7514	02/28/18		0150570314	26700	1434	FRIENDS OF NEW TECH		N	.00	375.00
7/18	pquintan 09000			5	INNOV BLENDED TRAVEL		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14220								
7515	02/28/18		0110100000	23270	1057	ESU 3		N	.00	337.85
7/18	pquintan 09000				ESUCC RENT OMAHA		03/09/2018	Y	.00	.00
7523	02/28/18		0110100000	23810	1057	ESU 3		N	.00	24.98
7/18	pquintan 09000				ESUCC POSTAGE OMAHA		03/09/2018	Y	.00	.00
7520	02/28/18		0110100000	23820	1057	ESU 3		N	.00	52.34
7/18	pquintan 09000				ESUCC PHONE OMAHA		03/09/2018	Y	.00	.00
7516	02/28/18		0130300000	23270	1057	ESU 3		N	.00	111.03
7/18	pquintan 09000				COOP RENT OMAHA		03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7524	02/28/18		0130300000	23830	1057	ESU 3		N	.00	10.00
7/18	pquintan 09000				COOP INTERNET OMAHA		03/09/2018	Y	.00	.00
7517	02/28/18		0140400000	23270	1057	ESU 3		N	.00	357.46
7/18	pquintan 09000				SRS RENT OMAHA		03/09/2018	Y	.00	.00
7522	02/28/18		0140400000	23820	1057	ESU 3		N	.00	26.16
7/18	pquintan 09000				SRS PHONE OMAHA		03/09/2018	Y	.00	.00
7525	02/28/18		0140400000	23830	1057	ESU 3		N	.00	60.00
7/18	pquintan 09000				SRS INTERNET OMAHA		03/09/2018	Y	.00	.00
7518	02/28/18		0160600000	23270	1057	ESU 3		N	.00	141.86
7/18	pquintan 09000				IMAT RENT OMAHA		03/09/2018	Y	.00	.00
7526	02/28/18		0160600000	23830	1057	ESU 3		N	.00	65.00
7/18	pquintan 09000				IMAT INTERNET OMAHA		03/09/2018	Y	.00	.00
7519	02/28/18		0160620000	23270	1057	ESU 3		N	.00	271.46
7/18	pquintan 09000				DEC RENT OMAHA		03/09/2018	Y	.00	.00
7521	02/28/18		0160620000	23820	1057	ESU 3		N	.00	26.16
7/18	pquintan 09000				DEC PHONE OMAHA		03/09/2018	Y	.00	.00
7527	02/28/18		0160620000	23830	1057	ESU 3		N	.00	65.00
7/18	pquintan 09000				DEC INTERNET OMAHA		03/09/2018	Y	.00	.00
TOTAL CHECK 14220										1,549.30
CONTROL NUMBER: 030918PQ		CHECK NO: 14221								
7528	02/28/18		0110100000	26800	1069	LINCOLN PUBLIC SCHOOLS		N	.00	406.70
7/18	pquintan 09000				ESUCC MEETING EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14222								
7529	02/28/18		0150570314	26700	1198	COMFORT INN		N	.00	93.00
7/18	pquintan 09000				INNOV BLENDED TRAVEL/LOD		03/09/2018	Y	.00	.00
7530	02/28/18		0150570314	26700	1198	COMFORT INN		N	.00	199.90
7/18	pquintan 09000				INNOV BLENDED TRAVEL/LOD		03/09/2018	Y	.00	.00
TOTAL CHECK 14222										292.90
CONTROL NUMBER: 030918PQ		CHECK NO: 14223								
7531	02/28/18		0110100000	26700	1278	CORNHUSKER MARRIOTT HOTEL		N	.00	3.50
7/18	pquintan 09000				ESUCC TRAVEL EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14224								

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7532	02/28/18			0150570315	26700	1073	RODEWAY INN		N	.00	70.00
7/18	pquintan 09000				40074396	INNOV NROC TRAVEL EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14225								
7533	02/28/18			0150570314	26700	1224	HAMPTON INN & SUITES		N	.00	279.00
7/18	pquintan 09000					INNOV BLENDED TRAVEL EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14226								
7534	02/28/18			0150560000	23190	1085	HOLIDAY INN EXPRESS		N	.00	372.00
7/18	pquintan 09000				25144/25145	CRISIS PRO DEV		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14227								
7535	02/28/18			0110100000	26700	1155	DAVID LUDWIG		N	.00	934.13
7/18	pquintan 09000					ESUCC TRAVEL EXP REIMBUR		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14228								
7536	02/28/18			0150570310	26700	1086	SCOTT ISAACSON		N	.00	51.18
7/18	pquintan 09000					INNOV GEN TRAVEL REIMBUR		03/09/2018	Y	.00	.00
7537	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	47.08
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7539	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	51.90
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7540	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	51.36
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7544	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	52.32
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7538	02/28/18			0150570313	26700	1086	SCOTT ISAACSON		N	.00	46.01
7/18	pquintan 09000					INNOV AAP TRAVEL REIMBUR		03/09/2018	Y	.00	.00
7542	02/28/18			0150570313	26700	1086	SCOTT ISAACSON		N	.00	57.23
7/18	pquintan 09000					INNOV AAP TRAVEL REIMBUR		03/09/2018	Y	.00	.00
7543	02/28/18			0160620000	26700	1086	SCOTT ISAACSON		N	.00	51.78
7/18	pquintan 09000					DEC TRAVEL EXP REIMBURSE		03/09/2018	Y	.00	.00
7541	02/28/18			0160620000	26700	1086	SCOTT ISAACSON		N	.00	55.64
7/18	pquintan 09000					DEC TRAVEL EXP REIMBURSE		03/09/2018	Y	.00	.00
TOTAL CHECK 14228											464.50
CONTROL NUMBER: 030918PQ			CHECK NO: 14229								

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7545	02/28/18			0110100000	26700	1061	DEB HERICKS		N	.00	107.91
7/18	pquintan 09000					ESUCC TRAVEL EXP REIMBUR		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14230								
7546	02/28/18			0150570314	26700	1314	BETH KABES		N	.00	183.67
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
7547	02/28/18			0150570314	26700	1314	BETH KABES		N	.00	83.93
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
7548	02/28/18			0150570314	26700	1314	BETH KABES		N	.00	608.71
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
TOTAL CHECK 14230											876.31
CONTROL NUMBER: 030918PQ			CHECK NO: 14231								
7549	02/28/18			0150570314	26700	1404	NANCY MOVALL		N	.00	55.59
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
7550	02/28/18			0150570315	26700	1404	NANCY MOVALL		N	.00	97.56
7/18	pquintan 09000					INNOV NROC TRAVEL REIMBU		03/09/2018	Y	.00	.00
TOTAL CHECK 14231											153.15
CONTROL NUMBER: 030918PQ			CHECK NO: 14232								
7551	02/28/18			0130300000	26700	1101	CRAIG PETERSON		N	.00	35.97
7/18	pquintan 09000					COOP TRAVEL EXP REIMBURS		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: EFT00080								
7552	02/28/18			0130300000	23810	1196	MAILFINANCE		N	.00	148.72
7/18	pquintan 09000				N6978454	COOP POSTAGE METER LEASE		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: EFT00081								
7570	02/28/18			0110100000	24100	1039	UNION BANK & TRUST COMPANY		N	.00	27.99
7/18	pquintan 09000					ESUCC OFFICE SUPPLIES		03/09/2018	Y	.00	.00
7573	02/28/18			0110100000	26300	1039	UNION BANK & TRUST COMPANY		N	.00	44.76
7/18	pquintan 09000					ESUCC BANK FEES		03/09/2018	Y	.00	.00
7571	02/28/18			0110100000	26700	1039	UNION BANK & TRUST COMPANY		N	.00	1.25
7/18	pquintan 09000					ESUCC TRAVEL EXP		03/09/2018	Y	.00	.00
7572	02/28/18			0110100000	26700	1039	UNION BANK & TRUST COMPANY		N	.00	1.25
7/18	pquintan 09000					ESUCC TRAVEL EXP		03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7565	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	2.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7567	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	28.11
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7568	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	2.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7569	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	5.00
7/18	pquintan 09000				ESUCC TRAVE EXP	03/09/2018	Y	.00	.00
7553	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	9.30
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7554	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	18.05
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7555	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	22.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7556	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	2.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7578	02/28/18		0130300000	26300	1039	UNION BANK & TRUST COMPANY	N	.00	21.00
7/18	pquintan 09000				COOP BANK FEES	03/09/2018	Y	.00	.00
7563	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	496.60
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7564	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	601.60
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7557	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	36.00
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7558	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	43.00
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7577	02/28/18		0140400000	24650	1039	UNION BANK & TRUST COMPANY	N	.00	25.00
7/18	pquintan 09000				SRS SOFTWARE GITHUB	03/09/2018	Y	.00	.00
7575	02/28/18		0150570312	23180	1039	UNION BANK & TRUST COMPANY	N	.00	699.98
7/18	pquintan 09000				INNOV TECH GO DADDY	03/09/2018	Y	.00	.00
7576	02/28/18		0160620000	26300	1039	UNION BANK & TRUST COMPANY	N	.00	23.15
7/18	pquintan 09000				DEC BANK FEES	03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7574 7/18	02/28/18 pquintan	09000	0160620000	26700	1039 DEC TRAVEL EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	11.25 .00
7566 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	525.00 .00
7559 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	2.60 .00
7560 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	23.00 .00
7561 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	146.00 .00
7562 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	175.50 .00

TOTAL CHECK EFT00081 2,995.39

TOTAL CONTROL NUMBER 140,472.64

TOTAL REPORT 140,472.64

Finance, Audit, and Budget Committee Meeting
Wednesday, March 7, 2018 12:00 PM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Approve Claims, Financials Statements, and Assets for Month of February
Committee Chair

3.2. Approval of February Expenses to be paid in March
Committee Chair

3.3. Monthly Staff Budget Meeting
Committee Chair

3.4. ESUCC State Audit
Committee Chair

3.5. MSA 2018-2019
Executive Director Ludwig

3.5.1. BlendEd
Executive Director Ludwig

3.5.2. SRS
Executive Director Ludwig

3.6. Economic Forecast Board
Executive Director Ludwig

4. Next Meeting Agenda Items
Committee Chair

5. Executive Session
Committee Chair

6. Adjournment
Committee Chair

ESU Coordinating Council
Finance, Audit, and Budget Committee Meeting
March 7, 2018 at 12:00 PM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 12:11 AM.

Heimann ESU 01:	Present
Schnoes ESU 03:	Present
Mowinkel ESU 08:	Present
Lofquist ESU 09:	Present
Barnes ESU 11:	Present
Erickson ESU 17:	Absent
Standish ESU 18:	Absent

1. Call to Order
Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site.

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 12:10 p.m.

2. Roll Call

3. Agenda Item

3.1. Approve Claims, Financials Statements, and Assets for Month of February

Approve Claims, Financials Statements, and Assets for Month of February Passed with a motion by Mowinkel ESU 08 and a second by Barnes ESU 11.

Heimann ESU 01:	Yea
Schnoes ESU 03:	Yea
Mowinkel ESU 08:	Yea
Lofquist ESU 09:	Yea
Barnes ESU 11:	Yea

Yea: 5, Nay: 0

3.2. Approval of February Expenses to be paid in March
Total amount for the month: $140,472.64

Recommend motion to approve February expenses to be paid in March Passed with a motion by Heimann ESU 01 and a second by Lofquist ESU 09.

Heimann ESU 01:	Yea
Schnoes ESU 03:	Yea
Mowinkel ESU 08:	Yea
Lofquist ESU 09:	Yea
Barnes ESU 11:	Yea

Yea: 5, Nay: 0

3.3. Monthly Staff Budget Meeting
Monthly Budget Meeting Agenda/Notes

Monthly budget meeting was held on March 1st at 10:00 a.m.

3.4. ESUCC State Audit
Entrance call was held on February 13, 2018 at 11:00 AM with David Ludwig onsite and Kraig Lofquist, Dan Scnoes, Deb Hericks, Priscilla Quintana on phone conference. The auditors are hoping to finish by the end of March.
Executive Director discussed the state audit which is currently in process. The audit will include the Federal audit within the state audit at no additional costs. Reviewing statutes regarding state audits.

3.5. MSA 2018-2019

3.5.1. BlendEd
Within the ESUCC Budget were three line items for PD Blended totaling $19,050. The three line items included: Printing ($300), AV Materials ($750) and Travel and Conference ($18,000: iNacol 3 participants, NROC 2 participants.)

As per previous conversations, these three line items will not be included within the 2018-19 Budget due to the Innovative Grant funding and process for sustainability for BlendED.
Within the ESUCC Budget were three line items for PD Blended totaling $19,050. The three line items included: Printing ($300), AV Materials ($750) and Travel and Conference ($18,000: iNacol 3 participants, NROC 2 participants.)

As per previous conversations, these three line items will not be included within the 2018-19 Budget due to the Innovative Grant funding and process for sustainability for BlendED.

3.5.2. SRS

2018-19	**2019-2020**	**Tier**
$158	**$166**	**<100**
$410	**$430**	**100-249**
$817	**$858**	**250-499**
$2,453	**$2,576**	**500-999**
$3,271	**$3,435**	**1000-1999**
$4,089	**$4,293**	**2000-3999**
$8,175	**$8,584**	**4000-17999**

2018-19	**2019-2020**	**Tier**
$158	**$166**	**<100**
$410	**$430**	**100-249**
$817	**$858**	**250-499**
$2,453	**$2,576**	**500-999**
$3,271	**$3,435**	**1000-1999**
$4,089	**$4,293**	**2000-3999**
$8,175	**$8,584**	**4000-17999**

3.6. Economic Forecast Board
Economic Forecast Advisory Board
Executive Director gave an update on revenue and budget cut projections.

Executive Director gave an update regarding SRS and the Illini Cloud, which could possibly be a revenue source for ESUCC.

4. Next Meeting Agenda Items

5. Executive Session

The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, 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; and (e) legal advice.

Explanation

At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.

PROPOSAL:

That the Board hold a closed session:

1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. Adjournment

Meeting adjourned at 12:32 p.m.

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

SELECTION CRITERIA: cmropenitem.total_due>0.0

INV DATE	INVOICE NO	CUSTOMER #	CUSTOMER NAME	ORIG INVOICE	INVOICE ADJT	----PAYMENTS	PAYMENT ADJT	-WRITTEN OFF	---TOTAL DUE
10/29/2015	ADMN000006	ESU06	EDUCATIONAL SERVIC	1,641.18	.00	.00	.00	.00	1,641.18
10/12/2016	ADMN000026	ESU06	EDUCATIONAL SERVIC	1,629.41	.00	.00	.00	.00	1,629.41
10/17/2017	ADMN000044	ESU06	EDUCATIONAL SERVIC	1,629.41	.00	.00	.00	.00	1,629.41
09/21/2017	AEPA000623	BROWN	BROWN & SAENGER	232.83	.00	.00	.00	.00	232.83
02/19/2018	AEPA000625	CALLAWAY	CALLAWAY PUBLIC SC	199.36	.00	.00	.00	.00	199.36
05/30/2017	COOP001072	BROWN	BROWN & SAENGER	46,401.75	.00	-46,389.54	.00	.00	12.21
02/19/2018	COOP001094	ACCO	ACCO BRANDS / GBC	43.05	.00	.00	.00	.00	43.05
02/19/2018	COOP001095	BLICK	BLICK ART MATERIAL	4.26	.00	.00	.00	.00	4.26
02/19/2018	COOP001096	BROWN	BROWN & SAENGER	148.63	.00	.00	.00	.00	148.63
02/19/2018	COOP001097	PYRAMID	PYRAMID SCHOOL PRO	8.16	.00	.00	.00	.00	8.16
02/19/2018	COOP001098	TROXELL	TROXELL COMMUNICAT	3.83	.00	.00	.00	.00	3.83
02/19/2018	COOP001099	VIRCO	VIRCO INC	414.16	.00	.00	.00	.00	414.16
11/01/2017	CRIS000317	DESHLER	DESHLER PUBLIC SCH	1,050.00	.00	.00	.00	.00	1,050.00
11/01/2017	CRIS000342	CENTRALCIT	CENTRAL CITY PUBLI	400.00	.00	.00	.00	.00	400.00
11/01/2017	CRIS000360	MERIDIAN	MERIDIAN PUBLIC SC	600.00	.00	-100.00	.00	.00	500.00
10/26/2015	IMAT000076	ESU06	EDUCATIONAL SERVIC	5,400.00	.00	.00	.00	.00	5,400.00
10/12/2016	IMAT000125	ESU06	EDUCATIONAL SERVIC	5,400.00	.00	.00	.00	.00	5,400.00
10/17/2017	IMAT000175	ESU06	EDUCATIONAL SERVIC	5,400.00	.00	.00	.00	.00	5,400.00
02/15/2018	PDO0000527	ESU01	EDUCATIONAL SERVIC	800.00	.00	.00	.00	.00	800.00
02/15/2018	PDO0000528	ESU02	EDUCATIONAL SERVIC	740.00	.00	.00	.00	.00	740.00
02/15/2018	PDO0000529	ESU02	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000530	ESU02	EDUCATIONAL SERVIC	140.00	.00	.00	.00	.00	140.00
02/15/2018	PDO0000531	ESU02	EDUCATIONAL SERVIC	120.00	.00	.00	.00	.00	120.00
02/15/2018	PDO0000532	ESU02	EDUCATIONAL SERVIC	160.00	.00	.00	.00	.00	160.00
02/15/2018	PDO0000533	ESU03	EDUCATIONAL SERVIC	1,160.00	.00	.00	.00	.00	1,160.00
02/15/2018	PDO0000534	ESU03	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000535	ESU03	EDUCATIONAL SERVIC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000536	ESU03	EDUCATIONAL SERVIC	460.00	.00	.00	.00	.00	460.00
02/15/2018	PDO0000537	ESU03	EDUCATIONAL SERVIC	340.00	.00	.00	.00	.00	340.00
02/15/2018	PDO0000538	ESU04	EDUCATIONAL SERIVC	400.00	.00	.00	.00	.00	400.00
02/15/2018	PDO0000539	ESU04	EDUCATIONAL SERIVC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000540	ESU04	EDUCATIONAL SERIVC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000541	ESU04	EDUCATIONAL SERIVC	500.00	.00	.00	.00	.00	500.00
02/15/2018	PDO0000542	ESU04	EDUCATIONAL SERIVC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000543	ESU05	EDUCATIONAL SERVIC	280.00	.00	.00	.00	.00	280.00
02/15/2018	PDO0000544	ESU05	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000545	ESU05	EDUCATIONAL SERVIC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000546	ESU05	EDUCATIONAL SERVIC	100.00	.00	.00	.00	.00	100.00
02/15/2018	PDO0000547	ESU05	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/15/2018	PDO0000548	ESU06	EDUCATIONAL SERVIC	380.00	.00	.00	.00	.00	380.00
02/15/2018	PDO0000549	ESU06	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000550	ESU06	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/15/2018	PDO0000551	ESU06	EDUCATIONAL SERVIC	220.00	.00	.00	.00	.00	220.00
02/15/2018	PDO0000552	ESU07	EDUCATIONAL SERVIC	600.00	.00	.00	.00	.00	600.00
02/15/2018	PDO0000553	ESU07	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000554	ESU07	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000555	ESU07	EDUCATIONAL SERVIC	740.00	.00	.00	.00	.00	740.00
02/15/2018	PDO0000556	ESU07	EDUCATIONAL SERVIC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000557	ESU08	EDUCATIONAL SERVIC	320.00	.00	.00	.00	.00	320.00
02/15/2018	PDO0000558	ESU08	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000559	ESU08	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/15/2018	PDO0000560	ESU08	EDUCATIONAL SERVIC	460.00	.00	.00	.00	.00	460.00
02/15/2018	PDO0000561	ESU08	EDUCATIONAL SERVIC	220.00	.00	.00	.00	.00	220.00
02/15/2018	PDO0000562	ESU09	EDUCATIONAL SERVIC	700.00	.00	.00	.00	.00	700.00
02/16/2018	PDO0000563	ESU10	EDUCATIONAL SERVIC	760.00	.00	.00	.00	.00	760.00
02/16/2018	PDO0000564	ESU10	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

SELECTION CRITERIA: cmropenitem.total_due>0.0

INV DATE	INVOICE NO	CUSTOMER #	CUSTOMER NAME	ORIG INVOICE	INVOICE ADJT	----PAYMENTS	PAYMENT ADJT	-WRITTEN OFF	---TOTAL DUE
02/16/2018	PDO0000565	ESU10	EDUCATIONAL SERVIC	200.00	.00	.00	.00	.00	200.00
02/16/2018	PDO0000566	ESU10	EDUCATIONAL SERVIC	680.00	.00	.00	.00	.00	680.00
02/16/2018	PDO0000567	ESU10	EDUCATIONAL SERVIC	140.00	.00	.00	.00	.00	140.00
02/16/2018	PDO0000568	ESU11	EDUCATIONAL SERVIC	400.00	.00	.00	.00	.00	400.00
02/16/2018	PDO0000569	ESU11	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/16/2018	PDO0000570	ESU11	EDUCATIONAL SERVIC	140.00	.00	.00	.00	.00	140.00
02/16/2018	PDO0000571	ESU11	EDUCATIONAL SERVIC	210.00	.00	.00	.00	.00	210.00
02/16/2018	PDO0000572	ESU11	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/16/2018	PDO0000573	ESU13	EDUCATIONAL SERVIC	620.00	.00	.00	.00	.00	620.00
02/16/2018	PDO0000574	ESU15	EDUCATIONAL SERVIC	160.00	.00	.00	.00	.00	160.00
02/16/2018	PDO0000575	ESU16	EDUCATIONAL SERVIC	800.00	.00	.00	.00	.00	800.00
02/16/2018	PDO0000576	ESU17	EDUCATIONAL SERVIC	520.00	.00	.00	.00	.00	520.00
02/16/2018	PDO0000577	ESU18	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/16/2018	PDO0000578	ESU19	EDUCATIONAL SERVIC	400.00	.00	.00	.00	.00	400.00
02/19/2018	PDO0000579	OCIO	OCIO	20.00	.00	.00	.00	.00	20.00
02/19/2018	PDO0000580	UNCSN	UNCSN	40.00	.00	.00	.00	.00	40.00
02/19/2018	PDO0000581	NDE	NEBRASKA DEPT OF E	1,340.00	.00	.00	.00	.00	1,340.00
02/19/2018	PDO0000582	BENNINGTON	BENNINGTON PUBLIC	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000583	CENTENNIAL	CENTENNIAL PUBLIC	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000584	CONESTOGA	CONESTOGA PUBLIC S	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000585	DESHLER	DESHLER PUBLIC SCH	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000586	FREEMAN	FREEMAN PUBLIC SCH	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000587	NEBRCITY	NEBRASKA CITY PUBL	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000588	OAKLANDCRA	OAKLAND CRAIG PUBI	100.00	.00	.00	.00	.00	100.00
02/19/2018	PDO0000589	PLATTSMOUT	PLATTSMOUTH COMMUN	150.00	.00	.00	.00	.00	150.00
TOTAL REPORT:	81			88,026.03	.00	-46,489.54	.00	.00	41,536.49

ESU COORDINATING COUNCIL
SUMMARY REVENUE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

Fund - 01 - GENERAL FUND

		CURRENT YEAR				PRIOR YEAR			
	TITLE	BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL	ESUCC/ADM	296,971.00	296,934.31	36.69	99.99	319,740.00	302,447.58	17,292.42	94.59
TOTAL	COOP	375,000.00	232,624.87	142,375.13	62.03	416,766.00	268,276.85	148,489.15	64.37
TOTAL	SRS	419,976.00	88,000.00	331,976.00	20.95	466,492.00	88,000.00	378,492.00	18.86
TOTAL	PROF DEV	2,129,185.00	139,762.10	1,989,422.90	6.56	1,300,828.00	307,850.73	992,977.27	23.67
TOTAL	BLENDED	521,037.00	112,213.50	408,823.50	21.54	876,371.00	436,454.00	439,917.00	49.80
TOTAL	FLOW THROUGH	1,095,000.00	.00	1,095,000.00	.00	1,095,000.00	.00	1,095,000.00	.00
TOTAL	MISC CASH BROUGHT FW	73,871.00	.00	73,871.00	.00	285,585.00	.00	285,585.00	.00
TOTAL	GENERAL FUND	4,911,040.00	869,534.78	4,041,505.22	17.71	4,760,782.00	1,403,029.16	3,357,752.84	29.47
TOTAL REPORT		4,911,040.00	869,534.78	4,041,505.22	17.71	4,760,782.00	1,403,029.16	3,357,752.84	29.47

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0110100000 - GENERAL ESUCC/ADM

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11410	INTEREST								
5 /18	02/05/18	19		BANKREC			780.59		RECONCILIATION INTEREST
TOTAL	INTEREST					.00	780.59	.00	
11990	INVOICED REVENUE								
5 /18	02/01/18	24					76.00	.00	ESU #11 ACH DEPOSIT ERROR
TOTAL	INVOICED REVENUE					.00	76.00	.00	
TOTAL	GENERAL ESUCC/ADM					.00	856.59	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0130333000 - COOP PRIMEVEND BUY GEN

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
12400	ADMIN FEES							
5 /18	01/05/18	24				69.61	.00	COOP SYSCO ADMIN FEE
5 /18	01/05/18	24				3,242.57	.00	COOP INTERNLINE ADMIN FEE
5 /18	01/31/18	24				10,335.55	.00	COOP SYSCO ADMIN FEE
TOTAL	ADMIN FEES				.00	13,647.73	.00	
TOTAL	COOP PRIMEVEND BUY GEN				.00	13,647.73	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0130334000 - COOP AEPA/SPEC BUY GEN

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
12400	ADMIN FEES							
5 /18	01/09/18	24				13.19	.00	COOP MIDWEST SHOP ADMIN F
5 /18	01/16/18	24				278.63	.00	COOP INSIGHT ADMIN FEE
5 /18	01/16/18	24				2,290.79	.00	COOP VOSS ADMIN FEE
5 /18	01/19/18	24				2,171.21	.00	COOP INTERLINE ADMIN FEE
5 /18	01/19/18	24				2,060.74	.00	COOP SCHOOL SPECIALTY
5 /18	01/25/18	24				200.28	.00	COOP MNJ ADMIN FEE
5 /18	01/29/18	24				270.07	.00	COOP DUDE SOLUTIONS ADM F
5 /18	01/29/18	24				14.22	.00	COOP MACKIN ADMIN FEE
TOTAL	ADMIN FEES				.00	7,299.13	.00	
TOTAL	COOP AEPA/SPEC BUY GEN				.00	7,299.13	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0140400200 - SRS SRS ESU

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11990	INVOICED REVENUE								
5 /18	01/05/18	19		36			5,500.00		RECEIVABLE-RC- 010518PQ
TOTAL	INVOICED REVENUE					.00	5,500.00	.00	
TOTAL	SRS SRS ESU					.00	5,500.00	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0150560200 - PROF DEV CRISIS ESU

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11990	INVOICED REVENUE							
5 /18	01/05/18	19	36			1,300.00		RECEIVABLE-RC- 010518PQ
TOTAL	INVOICED REVENUE				.00	1,300.00	.00	
TOTAL	PROF DEV CRISIS ESU				.00	1,300.00	.00	
TOTAL	GENERAL FUND				.00	28,603.45	.00	
TOTAL REPORT					.00	28,603.45	.00	

Adjusted Budget, January 2018

	ACCOUNT TITLE	BUDGET	PERIOD EXP	ENCUMBRANCES	YEAR TO DATE ENC + EXP	AVAILABLE	YTD/ BUD
ESUCC Admin	REGULAR SALARIES	$132,112.00	$0.00	$0.00	$44,037.36	$88,074.64	33.33
	SOCIAL SECURITY	$9,593.00	$0.00	$0.00	$1,522.46	$8,070.54	15.87
	RETIREMENT	$13,050.00	$0.00	$0.00	$4,349.92	$8,700.08	33.33
	WORK COMP	$793.00	$0.00	$0.00	$264.32	$528.68	33.33
	LIFE INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	0
	LOBBYIST FEES	$30,200.00	$0.00	$0.00	$13,950.00	$16,250.00	46.19
	ACCOUNTING/AUDIT	$13,330.00	$0.00	$0.00	$0.00	$13,330.00	0
	FISCAL MANAGEMENT FEE	$2,500.00	$0.00	$0.00	$824.00	$1,676.00	32.96
	LEGAL SERVICES	$15,050.00	$296.27	$0.00	$8,266.11	$6,783.89	54.92
	CONTRACTED SERVICES	$3,000.00	$0.00	$0.00	$1,500.00	$1,500.00	50
	RENTAL/LEASES	$4,815.00	$337.85	$0.00	$1,942.93	$2,872.07	40.35
	INSURANCE/BONDS	$10,292.00	$0.00	$0.00	$1,403.00	$8,889.00	13.63
	ADVERTISING	$1,500.00	$0.00	$0.00	$651.90	$848.10	43.46
	PRINTING	$2,000.00	$15.41	$0.00	$480.98	$1,519.02	24.05
	POSTAGE	$750.00	$31.48	$0.00	$226.76	$523.24	30.23
	PHONE	$600.00	$52.34	$0.00	$259.02	$340.98	43.17
	SUPPLIES	$400.00	$0.00	$0.00	$74.47	$325.53	18.62
	COMPUTER SOFTWARE/LICENSE	$0.00	$0.00	$0.00	$27.00	-$27.00	0
	LONG TERM PROJECTS	$0.00	$0.00	$0.00	$0.00	$0.00	0
	COMPUTER HARDWARE	$750.00	$0.00	$0.00	$0.00	$750.00	0
	DUES/FEES	$15,679.00	$0.00	$0.00	$13,044.00	$2,635.00	83.19
	TRAVEL EXPENSES/MILEAGE	$25,277.00	$1,119.83	$0.00	$5,297.14	$19,979.86	20.96
	CONFERENCE/CONVENTION/MTG	$15,280.00	$2,294.32	$0.00	$7,091.02	$8,188.98	46.41
		$296,971.00	**$4,147.50**	**$0.00**	**$105,212.39**	**$191,758.61**	**35.43%**
COOP	REGULAR SALARIES	$221,461.00	$0.00	$0.00	$73,820.24	$147,640.76	33.33
	SOCIAL SECURITY	$13,683.00	$0.00	$0.00	$4,284.72	$9,398.28	31.31
	RETIREMENT	$21,875.00	$0.00	$0.00	$7,291.80	$14,583.20	33.33
	WORK COMP	$1,329.00	$0.00	$0.00	$442.80	$886.20	33.32
	ACCOUNTING/AUDIT	$13,330.00	$0.00	$0.00	$0.00	$13,330.00	0
	LEGAL SERVICES	$15,050.00	$296.27	$0.00	$8,266.11	$6,783.89	54.92
	CONTRACTED SERVICES	$6,700.00	$0.00	$0.00	$0.00	$6,700.00	0
	RENTAL/LEASES	$14,260.00	$111.03	$0.00	$5,440.55	$8,819.45	38.15
	INSURANCE/BONDS	$384.00	$0.00	$0.00	$128.00	$256.00	33.33
	ADVERTISING	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
	PRINTING	$2,900.00	$0.00	$0.00	$2,567.50	$332.50	88.53
	POSTAGE	$1,500.00	$3.68	$0.00	$385.45	$1,114.55	25.7
	PHONE	$1,008.00	$0.00	$0.00	$336.00	$672.00	33.33
	COMPUTER/INTERNET SERVICE	$598.00	$339.99	$0.00	$379.99	$218.01	63.54
	SUPPLIES	$2,000.00	$0.00	$0.00	$95.47	$1,904.53	4.77
	COMPUTER SOFTWARE/LICENSE	$104,583.00	$0.00	$0.00	$104,351.33	$231.67	99.78
	DUES/FEES	$3,210.00	$0.00	$0.00	$0.00	$3,210.00	0
	TRAVEL EXPENSES/MILEAGE	$13,000.00	$529.22	$0.00	$3,290.64	$9,709.36	25.31
	CONFERENCE/CONVENTION/MTG	$9,500.00	$996.66	$0.00	$3,186.64	$6,313.36	33.54
		$448,871.00	**$2,276.85**	**$0.00**	**$214,267.24**	**$234,603.76**	**47.73%**
SRS	REGULAR SALARIES	$288,495.00	$0.00	$0.00	$103,511.24	$184,983.76	35.88
	SOCIAL SECURITY	$21,368.00	$0.00	$0.00	$6,986.63	$14,381.37	32.7
	RETIREMENT	$30,674.00	$0.00	$0.00	$10,224.64	$20,449.36	33.33
	FLEX SPEND	$0.00	$0.00	$0.00	$28.00	-$28.00	0
	WORK COMP	$1,863.00	$0.00	$0.00	$621.32	$1,241.68	33.35
	ACCOUNTING/AUDIT	$2,170.00	$0.00	$0.00	$0.00	$2,170.00	0
	LEGAL SERVICES	$2,450.00	$48.23	$0.00	$1,345.65	$1,104.35	54.92
	CONTRACTED SERVICES	$33,453.00	$0.00	$0.00	$0.00	$33,453.00	0
	RENTAL/LEASES	$14,299.00	$1,182.46	$0.00	$5,948.62	$8,350.38	41.6
	PRINTING	$300.00	$0.00	$0.00	$104.52	$195.48	34.84
	POSTAGE	$50.00	$0.92	$0.00	$3.68	$46.32	7.36
	PHONE	$800.00	$79.92	$0.00	$398.00	$402.00	49.75
	COMPUTER/INTERNET SERVICE	$5,472.00	$2,204.76	$0.00	$3,103.70	$2,368.30	56.72
	SUPPLIES	$500.00	$0.00	$0.00	$0.00	$500.00	0
	COMPUTER SOFTWARE/LICENSE	$4,550.00	$35.30	$0.00	$159.20	$4,390.80	3.5
	TRAVEL EXPENSES/MILEAGE	$9,532.00	$0.00	$0.00	$2,434.95	$7,097.05	25.55
	CONFERENCE/CONVENTION/MTG	$4,000.00	$0.00	$0.00	$167.23	$3,832.77	4.18
		$419,976.00	**$3,551.59**	**$0.00**	**$135,037.38**	**$284,938.62**	**32.15%**

PROF DEV PD ESU	LEGAL SERVICES	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
	CONTRACTED SERVICES	$1,500.00	$0.00	$0.00	$1,536.00	-$36.00	102.4
	POSTAGE	$250.00	$7.11	$0.00	$14.68	$235.32	5.87
	SUPPLIES	$500.00	$0.00	$0.00	$7.65	$492.35	1.53
	TRAVEL EXPENSES/MILEAGE	$3,500.00	$0.00	$0.00	$0.00	$3,500.00	0
	CONFERENCE/CONVENTION/MTG	$12,500.00	$0.00	$0.00	$5,799.71	$6,700.29	46.4
		$19,250.00	**$7.11**	**$0.00**	**$7,358.04**	**$11,891.96**	**38.22%**
PD NOC	PROFESSIONAL DEVELOPMENT	$21,000.00	$0.00	$0.00	$0.00	$21,000.00	0
	PERIODICALS	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
	CONFERENCE/CONVENTION/MTG	$3,050.00	$0.00	$0.00	$1,494.00	$1,556.00	48.98
		$29,050.00	**$0.00**	**$0.00**	**$1,494.00**	**$27,556.00**	**5.14%**
PD SDA	PROFESSIONAL DEVELOPMENT	$5,350.00	$0.00	$0.00	$940.73	$4,409.27	17.58
	CONFERENCE/CONVENTION/MTG	$8,280.00	$0.00	$0.00	$8,994.50	-$714.50	108.63
		$13,630.00	**$0.00**	**$0.00**	**$9,935.23**	**$3,694.77**	**72.89%**
PD ESPD	LEGAL SERVICES	$0.00	$0.00	$0.00	$305.00	-$305.00	0
	PROFESSIONAL DEVELOPMENT	$14,000.00	$0.00	$0.00	$0.00	$14,000.00	0
	CONFERENCE/CONVENTION/MTG	$1,000.00	$0.00	$0.00	$374.13	$625.87	37.41
		$15,000.00	**$0.00**	**$0.00**	**$679.13**	**$14,320.87**	**4.53%**
PD TAG/TLT	PROFESSIONAL DEVELOPMENT	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
	TRAVEL EXPENSES/MILEAGE	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
	CONFERENCE/CONVENTION/MTG	$1,000.00	$0.00	$0.00	$1,430.00	-$430.00	143
		$10,000.00	**$0.00**	**$0.00**	**$1,430.00**	**$8,570.00**	**14.30%**
NWEA	CONTRACTED SERVICES	$104,000.00	$0.00	$0.00	$0.00	$104,000.00	0
	PROFESSIONAL DEVELOPMENT	$150,250.00	$0.00	$0.00	$0.00	$150,250.00	0
		$254,250.00	**$0.00**	**$0.00**	**$0.00**	**$254,250.00**	**0.00%**
PEP GRANT	PROFESSIONAL DEVELOPMENT	$25,500.00	$0.00	$0.00	$0.00	$25,500.00	0
		$25,500.00	**$0.00**	**$0.00**	**$0.00**	**$25,500.00**	**0.00%**
CRISIS	CONTRACTED SERVICES	$30,000.00	$0.00	$0.00	$30,506.31	-$506.31	101.69
	PROFESSIONAL DEVELOPMENT	$10,000.00	$0.00	$0.00	$8,912.15	$1,087.85	89.12
		$40,000.00	**$0.00**	**$0.00**	**$39,418.46**	**$581.54**	**98.55%**
INNOV GEN	REGULAR SALARIES	$156,663.00	$0.00	$0.00	$76,088.89	$80,574.11	48.57
	SOCIAL SECURITY	$11,649.00	$0.00	$0.00	$5,404.97	$6,244.03	46.4
	RETIREMENT	$15,103.00	$0.00	$0.00	$7,515.92	$7,587.08	49.76
	FLEX SPEND	$0.00	$0.00	$0.00	$49.00	-$49.00	0
	WORK COMP	$839.00	$0.00	$0.00	$456.48	$382.52	54.41
	CONTRACTED SERVICES	$76,815.00	$16,266.25	$0.00	$32,532.50	$44,282.50	42.35
	TRAVEL EXPENSES/MILEAGE	$7,186.00	$0.00	$0.00	$195.95	$6,990.05	2.73
		$268,255.00	**$16,266.25**	**$0.00**	**$122,243.71**	**$146,011.29**	**45.57%**
INNOV SIMPL	CONTRACTED SERVICES	$45,000.00	$0.00	$0.00	$22,724.75	$22,275.25	50.5
	TRAVEL EXPENSES/MILEAGE	$6,000.00	$0.00	$0.00	$212.53	$5,787.47	3.54
		$51,000.00	**$0.00**	**$0.00**	**$22,937.28**	**$28,062.72**	**44.98%**
INNOV TECH	CONTRACTED SERVICES	$80,214.00	$0.00	$0.00	$3,128.55	$77,085.45	3.9
	PROFESSIONAL DEVELOPMENT	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
	SUPPLIES	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
	COMPUTER HARDWARE	$35,000.00	$0.00	$0.00	$0.00	$35,000.00	0
	TRAVEL EXPENSES/MILEAGE	$12,466.00	$0.00	$0.00	$262.83	$12,203.17	2.11
		$135,680.00	**$0.00**	**$0.00**	**$3,391.38**	**$132,288.62**	**2.50%**

INNOV AAP	CONTRACTED SERVICES	$72,800.00	$0.00	$0.00	$28,800.00	$44,000.00	39.56
	PROFESSIONAL DEVELOPMENT	$5,000.00	$0.00	$0.00	$37.50	$4,962.50	0.75
	SUPPLIES	$250.00	$0.00	$0.00	$0.00	$250.00	0
	TRAVEL EXPENSES/MILEAGE	$14,700.00	$0.00	$0.00	$2,805.41	$11,894.59	19.08
		$92,750.00	**$0.00**	**$0.00**	**$31,642.91**	**$61,107.09**	**34.12%**
INNOV BLENDED	CONTRACTED SERVICES	$72,500.00	$0.00	$0.00	$20.00	$72,480.00	0.03
	SUPPLIES	$3,000.00	$0.00	$0.00	$50.24	$2,949.76	1.67
	COMPUTER SOFTWARE/LICENSE	$355.00	$0.00	$0.00	$0.00	$355.00	0
	COMPUTER HARDWARE	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
	TRAVEL EXPENSES/MILEAGE	$20,837.00	$289.87	$0.00	$5,935.19	$14,901.81	28.48
		$98,692.00	**$289.87**	**$0.00**	**$6,005.43**	**$92,686.57**	**6.09%**
INNOV NROC	CONTRACTED SERVICES	$187,500.00	$0.00	$0.00	$130,000.00	$57,500.00	69.33
	SUPPLIES	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
	COMPUTER SOFTWARE/LICENSE	$500.00	$0.00	$0.00	$0.00	$500.00	0
	COMPUTER HARDWARE	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
	TRAVEL EXPENSES/MILEAGE	$9,750.00	$1,480.30	$0.00	$3,466.13	$6,283.87	35.55
	CONFERENCE/CONVENTION/MTG	$4,328.00	$0.00	$0.00	$400.00	$3,928.00	9.24
		$207,078.00	**$1,480.30**	**$0.00**	**$133,866.13**	**$73,211.87**	**64.65%**
PROF DEV IMAT	PROFESSIONAL DEVELOPMENT	$0.00	-$750.00	$0.00	$0.00	$0.00	0
		$0.00	**-$750.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**
PD BLENDED	SUPPLIES	$300.00	$0.00	$0.00	$0.00	$300.00	0
	COMPUTER SOFTWARE/LICENSE	$750.00	$0.00	$0.00	$0.00	$750.00	0
	CONFERENCE/CONVENTION/MTG	$18,000.00	-$155.64	$0.00	$2,562.62	$15,437.38	14.24
		$19,050.00	**-$155.64**	**$0.00**	**$2,562.62**	**$16,487.38**	**13.45%**
IMAT	REGULAR SALARIES	$58,983.00	$0.00	$0.00	$24,135.56	$34,847.44	40.92
	SOCIAL SECURITY	$3,016.00	$0.00	$0.00	$1,493.01	$1,522.99	49.5
	RETIREMENT	$4,441.00	$0.00	$0.00	$2,384.08	$2,056.92	53.68
	WORK COMP	$270.00	$0.00	$0.00	$144.88	$125.12	53.66
	ACCOUNTING/AUDIT	$1,085.00	$0.00	$0.00	$0.00	$1,085.00	0
	LEGAL SERVICES	$1,225.00	$24.11	$0.00	$672.80	$552.20	54.92
	RENTAL/LEASES	$4,952.00	$141.86	$0.00	$4,245.58	$706.42	85.73
	POSTAGE	$50.00	$0.46	$0.00	$1.38	$48.62	2.76
	COMPUTER/INTERNET SERVICE	$1,545.00	$543.99	$0.00	$803.99	$741.01	52.04
	SUPPLIES	$50.00	$0.00	$0.00	$12.51	$37.49	25.02
	COMPUTER SOFTWARE/LICENSE	$150.00	$0.00	$0.00	$18.00	$132.00	12
	TRAVEL EXPENSES/MILEAGE	$2,600.00	$0.00	$0.00	$476.15	$2,123.85	18.31
	CONFERENCE/CONVENTION/MTG	$7,900.00	$0.00	$0.00	$0.00	$7,900.00	0
	PROGRAM PURCHASES	$153,116.00	$750.00	$0.00	$762.00	$152,354.00	0.5
		$239,383.00	**$1,460.42**	**$0.00**	**$35,149.94**	**$204,233.06**	**14.68%**
DEC	REGULAR SALARIES	$166,465.00	$0.00	$0.00	$59,508.76	$106,956.24	35.75
	SOCIAL SECURITY	$13,504.00	$0.00	$0.00	$2,819.99	$10,684.01	20.88
	RETIREMENT	$19,408.00	$0.00	$0.00	$5,878.16	$13,529.84	30.29
	WORK COMP	$1,179.00	$0.00	$0.00	$357.16	$821.84	30.29
	ACCOUNTING/AUDIT	$1,085.00	$0.00	$0.00	$0.00	$1,085.00	0
	LEGAL SERVICES	$1,225.00	$24.12	$0.00	$672.83	$552.17	54.92
	CONTRACTED SERVICES	$20,000.00	$280.00	$0.00	$12,660.00	$7,340.00	63.3
	RENTAL/LEASES	$5,752.00	$271.46	$0.00	$3,596.82	$2,155.18	62.53
	PRINTING	$500.00	$0.00	$0.00	$478.29	$21.71	95.66
	POSTAGE	$100.00	$2.30	$0.00	$8.24	$91.76	8.24
	PHONE	$0.00	$26.16	$0.00	$129.49	-$129.49	0
	COMPUTER/INTERNET SERVICE	$1,449.00	$475.99	$0.00	$735.99	$713.01	50.79
	SUPPLIES	$500.00	$0.00	$0.00	$168.87	$331.13	33.77
	PERIODICALS	$250.00	$0.00	$0.00	$0.00	$250.00	0
	COMPUTER SOFTWARE/LICENSE	$160.00	$0.00	$0.00	$18.00	$142.00	11.25
	COMPUTER HARDWARE	$26,383.00	$0.00	$0.00	$25,985.00	$398.00	98.49
	DUES/FEES	$305.00	$125.00	$0.00	$125.00	$180.00	40.98
	TRAVEL EXPENSES/MILEAGE	$5,000.00	$126.50	$0.00	$1,970.94	$3,029.06	39.42
	CONFERENCE/CONVENTION/MTG	$18,389.00	$0.00	$0.00	$0.00	$18,389.00	0

$281,654.00	**$1,331.53**	**$0.00**	**$115,113.54**	**$166,540.46**	**40.87%**
$2,966,040.00	**$29,905.78**	**$0.00**	**$987,744.81**	**$1,978,295.19**	**33.30%**

ESU COORDINATING COUNCIL
PRINT COMBINING BALANCE SHEET

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

FUND GROUP - - GENERAL FUND

ACCOUNT - - - - - TITLE - - - - -	DEBITS	CREDITS
09000 CASH	1,057,466.61	.00
TOTAL CASH	1,057,466.61	.00
09296 PRE-PAID POSTAGE	988.08	.00
TOTAL PRE-PAID POSTAGE	988.08	.00
TOTAL ASSETS	1,058,454.69	.00
09401 ACCOUNTS PAYABLE	.00	.05
TOTAL ACCOUNTS PAYABLE	.00	.05
TOTAL LIABILITIES	.00	.05
TOTAL REV CONT	.00	869,534.78
TOTAL EXP CONT	987,744.81	.00
TOTAL REV BUD CONTL	4,911,040.00	.00
TOTAL EXP BUD CONT	.00	4,911,040.00
TOTAL FUND BALANCE	.00	1,176,664.67
TOTAL EQUITIES	5,898,784.81	6,957,239.45
TOTAL REPORT	6,957,239.50	6,957,239.50

Account Number: 20611699
Statement Date: 01/31/2018

UBT Union Bank & Trust

P.O. Box 82535 · Lincoln, NE 68501-2535 · ubt.com · Member FDIC

6310 0300 OO RP 01 02012018 NNNNNN 01 002842 0008

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING
1292 E 4TH ST
AINSWORTH NE 69210-1225

Union Bank & Trust
238 East 4th Street
Ainsworth NE 69210

TELEPHONE:402-387-1350

Is Your Contact Info Correct?
Help us reach you, protect your identity, and let you know about new services and features. Please review and update your contact information. Stop by your local branch or contact https://www.ubt.com/help.

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/29/17	42,619.95
NPAIT Sweep Redemption		8,000.00	01/02/18	50,619.95
CHECK # 14160	75.00		01/04/18	50,544.95
CHECK # 14172	365.00		01/04/18	50,179.95
DEPOSIT		10,042.57	01/05/18	60,222.52
SYSCO PAYMENTS 059CA000008686		69.61	01/05/18	60,292.13
DEPOSIT		13.19	01/09/18	60,305.32
NPAIT Sweep Purchase	10,000.00		01/09/18	50,305.32
CHECK # 14188	317.53		01/09/18	49,987.79
NPAIT Sweep Redemption		1,000.00	01/10/18	50,987.79
VISA PAYMENT 486551XXXXX8112	52.80		01/10/18	50,934.99
VISA PAYMENT 486551XXXXX8120	1,056.11		01/10/18	49,878.88
VISA PAYMENT 486551XXXXX5239	6,208.80		01/10/18	43,670.08
NPAIT Sweep Redemption		7,000.00	01/11/18	50,670.08
DEPOSIT		2,569.42	01/16/18	53,239.50
APDIRDEP ESU 11 Accounts payable direct deposit		76.00	01/16/18	53,315.50
CHECK # 14179	689.00		01/16/18	52,626.50
CHECK # 14180	825.00		01/16/18	51,801.50
CHECK # 14181	1,256.00		01/16/18	50,545.50
CHECK # 14184	1,529.74		01/16/18	49,015.76
DEPOSIT		2,171.21	01/17/18	51,186.97
NPAIT Sweep Redemption		4,000.00	01/17/18	55,186.97
CHECK # 14183	93.00		01/17/18	55,093.97
CHECK # 14189	327.00		01/17/18	54,766.97

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR STATEMENT

WITHDRAWALS OUTSTANDING - NOT CHARGED TO ACCOUNT

NO.	$	

6310 0300 OO RP 01 02012018 NNNNNN 01 002842 0008

UBT
Union Bank & Trust

Account Number: 20611699
Statement Date: 01/31/2018

NEBRASKA EDUCATIONAL SERVICE
UNIT COORDINATING COUNCIL
DBA COOPERATIVE PURCHASING

BASIC BUSINESS ACCOUNT 20611699

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
CHECK # 14182	16,266.25		01/17/18	38,500.72
NPAIT Sweep Redemption		14,000.00	01/18/18	52,500.72
DEPOSIT		2,060.74	01/19/18	54,561.46
NPAIT Sweep Purchase	2,000.00		01/19/18	52,561.46
SYSCO PAYMENTS 061CA000181727		10,335.55	01/23/18	62,897.01
NPAIT Sweep Purchase	2,000.00		01/23/18	60,897.01
CHECK # 14186	54.75		01/23/18	60,842.26
NPAIT Sweep Purchase	10,000.00		01/24/18	50,842.26
DEPOSIT		200.28	01/25/18	51,042.54
TIME WARNER CABL TWCAUTOPAY 0013468361 SPA	218.56		01/25/18	50,823.98
DEPOSIT		284.29	01/29/18	51,108.27
CHECK # 14187	95.23		01/29/18	51,013.04
NPAIT Sweep Purchase	1,000.00		01/31/18	50,013.04
BALANCE THIS STATEMENT			01/31/18	50,013.04

TOTAL CREDITS	(15)	61,822.86	MINIMUM BALANCE	38,500.72
TOTAL DEBITS	(21)	54,429.77	AVG AVAILABLE BALANCE	49,793.65
			AVERAGE BALANCE	51,052.69

YOUR CHECKS SEQUENCED

DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT	DATE	CHECK #	AMOUNT
01/04	14160*	75.00	01/16	14181	1,256.00	01/23	14186	54.75
01/04	14172*	365.00	01/17	14182	16,266.25	01/29	14187	95.23
01/16	14179	689.00	01/17	14183	93.00	01/09	14188	317.53
01/16	14180	825.00	01/16	14184*	1,529.74	01/17	14189	327.00

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

* * * C O N T I N U E D * * *

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 5, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 10 042 57
⑆104910795⑆ 009

1/5/2018 $$10,042.57 0

TranDt=01/05/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000114382333

1/5/2018 $$10,042.57 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 9, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 13.19
⑆104910795⑆ 009

1/9/2018 $$13.19 0

TranDt=01/09/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000132843095

1/9/2018 $$13.19 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 16, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 2569.42
⑆104910795⑆ 009

1/16/2018 $$2,569.42 0

TranDt=01/16/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000132844198

1/16/2018 $$2,569.42 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 17, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 2171.21
⑆104910795⑆ 009

1/17/2018 $$2,171.21 0

1/17/2018 $$2,171.21 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 19, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 2060.74
⑆104910795⑆ 009

1/19/2018 $$2,060.74 0

TranDt=01/19/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000104596014

1/19/2018 $$2,060.74 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE Jan. 25, 2018
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
• DEPOSIT TO THE ACCOUNT OF •
NAME EBU Cardiology Council
ACCOUNT NUMBER 206 11699
TOTAL DEPOSIT $ 200.28
⑆104910795⑆ 009

1/25/2018 $$200.28 0

TranDt=01/25/18-Inst=UNION BANK & TRUST COMPANY
RtNum=>104910795<-ItemNum=000132845767

1/25/2018 $$200.28 0

CHECKING ACCOUNT DEPOSIT
UBT Union Bank & Trust
DATE 1/29/18
THIS DEPOSIT MADE IN ACCORDANCE WITH CONTRACT ON SIGNATURE CARD AND RULES OF THIS BANK
DEPOSIT TO THE ACCOUNT OF
NAME ESUCC
ACCOUNT NUMBER 2061 1699
TOTAL DEPOSIT $ 284.29
⑆104910795⑆ 009

1/29/2018 $$284.29 0

TranDt=01/29/18 Amt=UNION BANK & TRUST COMPANY
RtNum=104910795 ItemNum=0001142386072

1/29/2018 $$284.29 0

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 12/07/17 CHECK NO 14160
AMOUNT $*********75.00*
PAY THE SUM OF *********75* DOLLARS AND *NO* CENTS
TO THE ORDER OF RODENAY INC 1124 EAST 4TH STREET AINSWORTH NE 69210
PRESIDENT TREASURER
⑈00014160⑈ ⑆104910795⑆ 2061 1699⑈

1/4/2018 $$75.00 14160

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 12/19/17 CHECK NO. 14172
AMOUNT $*******365.00*
PAY THE SUM OF *******365* DOLLARS AND *NO* CENTS
TO THE ORDER OF RODENAY INC 1124 EAST 4TH STREET AINSWORTH NE 69210
PRESIDENT TREASURER
⑈00014172⑈ ⑆104910795⑆ 2061 1699⑈

1/4/2018 $$365.00 14172

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14179
AMOUNT $*******689.00*
PAY THE SUM OF *******689* DOLLARS AND *NO* CENTS
TO THE ORDER OF NEB SCHOOL LAW 301 S. 13TH STREET SUITE 210 LINCOLN NE 68128
PRESIDENT TREASURER
⑈00014179⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$689.00 14179

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14180
AMOUNT $*******825.00*
PAY THE SUM OF *******825* DOLLARS AND *NO* CENTS
TO THE ORDER OF NASD 1111 STOCKWELL STREET LINCOLN NE 68502
PRESIDENT TREASURER
⑈00014180⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$825.00 14180

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14181
AMOUNT $****1,256.00*
PAY THE SUM OF ******1256* DOLLARS AND *NO* CENTS
TO THE ORDER OF UNL ITS COMMUNICATION CENTER 211 NH LINCOLN LINCOLN NE 68588-0532
AK00006164
PRESIDENT TREASURER
⑈00014181⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$1,256.00 14181

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14182
AMOUNT $****16,266.25*
PAY THE SUM OF *****16266* DOLLARS AND *25* CENTS
TO THE ORDER OF RMC RESEARCH CORPORATION 1501 WILSON BLVD SUITE 400 ARLINGTON VA 22209
3050-000-04
PRESIDENT TREASURER
⑈00014182⑈ ⑆104910795⑆ 2061 1699⑈

1/17/2018 $$16,266.25 14182

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO 14183
AMOUNT $********93.00*
PAY THE SUM OF ********93* DOLLARS AND *NO* CENTS
TO THE ORDER OF COMFORT INN SUITES 331 NORTH COTNER LINCOLN NE 68505
PRESIDENT TREASURER
⑈00014183⑈ ⑆104910795⑆ 2061 1699⑈

1/17/2018 $$93.00 14183

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14184
AMOUNT $****1,529.74*
PAY THE SUM OF ******1529* DOLLARS AND *74* CENTS
TO THE ORDER OF ESU 3 6949 SOUTH 110TH STREET OMAHA NE 68128-5722
PRESIDENT TREASURER
⑈00014184⑈ ⑆104910795⑆ 2061 1699⑈

1/16/2018 $$1,529.74 14184

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO 14186
AMOUNT $********54.75*
PAY THE SUM OF ********54* DOLLARS AND *75* CENTS
TO THE ORDER OF DER KIRICKS 11908 WOOLWORTH AVE OMAHA NE 68144
PRESIDENT TREASURER
⑈00014186⑈ ⑆104910795⑆ 2061 1699⑈

1/23/2018 $$54.75 14186

Nebraska ESU Coordinating Council
1292 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
238 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14187
AMOUNT $********95.23*
PAY THE SUM OF ********95* DOLLARS AND *23* CENTS
TO THE ORDER OF BETH KARES 92354 546TH AVENUE LEIGH NE 68643
PRESIDENT TREASURER
⑈00014187⑈ ⑆104910795⑆ 2061 1699⑈

1/29/2018 $$95.23 14187

Nebraska ESU Coordinating Council
1202 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
233 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14188

AMOUNT $*******317.53*

PAY THE SUM OF *******317* DOLLARS AND *53* CENTS

TO THE ORDER OF PRISCILLA QUINTANA
PO BOX 16
LONG PINE NE 69217

PRESIDENT

TREASURER

⑈00014188⑈ ⑆104910795⑆ 2061 1699⑈

1/9/2018 $$317.53 14188

Nebraska ESU Coordinating Council
1202 East 4th Street
Ainsworth, NE 69210

Union Bank & Trust Company
Ainsworth Branch
233 East 4th St.
Ainsworth, Nebraska 69210

CHECK DATE 01/09/18 CHECK NO. 14189

AMOUNT $*******327.00*

PAY THE SUM OF *******327* DOLLARS AND *00* CENTS

TO THE ORDER OF HOLIDAY INN EXPRESS OMAHA WEST
13131 I STREET
OMAHA NE 68137

PRESIDENT

TREASURER

⑈00014189⑈ ⑆104910795⑆ 2061 1699⑈

1/17/2018 $$327.00 14189

Nebraska Public Agency Investment Trust
Account Statement
January 1, 2018 to January 31, 2018

NEBRASKA ESU COORDINATING COUNCIL
1292 E 4TH ST
AINSWORTH, NE 69210-1225

NPAIT
PO BOX 82529
Lincoln, NE 68501
Toll Free: (800) 640-8817
Local: (402) 323-1615

Account Number: **XXXXX5-001**

Fund Summary

	PRICE PER SHARE	SHARES OWNED	MARKET VALUE
Nebraska Public Agency Investment Trust XXXXX5-001	$1.00	1,008,541.14	$1,008,541.14

Transaction Summary

Nebraska Public Agency Investment Trust
XXXXX5-001

TRADE DATE	SETTLEMENT DATE	TRANSACTION DESCRIPTION	SHARES	AMOUNT
1/1/2018		Beginning Shares Balance	1,016,760.55	$1,016,760.55
1/2/2018	1/2/2018	Redemption	(8,000.00)	($8,000.00)
1/9/2018	1/9/2018	Purchase	10,000.00	$10,000.00
1/10/2018	1/10/2018	Redemption	(1,000.00)	($1,000.00)
1/11/2018	1/11/2018	Redemption	(7,000.00)	($7,000.00)
1/17/2018	1/17/2018	Redemption	(4,000.00)	($4,000.00)
1/18/2018	1/18/2018	Redemption	(14,000.00)	($14,000.00)
1/19/2018	1/19/2018	Purchase	2,000.00	$2,000.00
1/23/2018	1/23/2018	Purchase	2,000.00	$2,000.00
1/24/2018	1/24/2018	Purchase	10,000.00	$10,000.00
1/31/2018	1/31/2018	Purchase	1,000.00	$1,000.00
1/31/2018	1/31/2018	Interest	780.59	$780.59
		Total :	**1,008,541.14**	**$1,008,541.14**

Accrual Details for Holdings between 01/01/2018 and 01/31/2018

Fund: NPAIT

Account Number: 123885-001

NEBRASKA ESU COORDINATING COUNCIL

NEBRASKA ESU COORDINATING COUNCIL

Settlement Date	Price Cycle	Settled Shares	Accrual Factor	Accrual Dividend* (USD)	Non-Div. Distribution Accrual Paid (USD)	Accrual Paid (USD)	Cumulative Accrual Dividend* (USD)
01/02/2018	EOD	1,008,760.5500	0.0000256755	25.90	0.00	0.00	25.90
01/03/2018	EOD	1,008,760.5500	0.0000253600	25.58	0.00	0.00	51.48
01/04/2018	EOD	1,008,760.5500	0.0000261865	26.42	0.00	0.00	77.90
01/05/2018	EOD	1,008,760.5500	0.0000756039	76.27	0.00	0.00	154.16
01/08/2018	EOD	1,008,760.5500	0.0000251591	25.38	0.00	0.00	179.54
01/09/2018	EOD	1,018,760.5500	0.0000249530	25.42	0.00	0.00	204.97
01/10/2018	EOD	1,017,760.5500	0.0000255578	26.01	0.00	0.00	230.98
01/11/2018	EOD	1,010,760.5500	0.0000255855	25.86	0.00	0.00	256.84
01/12/2018	EOD	1,010,760.5500	0.0001032280	104.34	0.00	0.00	361.18
01/16/2018	EOD	1,010,760.5500	0.0000262211	26.50	0.00	0.00	387.68
01/17/2018	EOD	1,006,760.5500	0.0000259103	26.09	0.00	0.00	413.77
01/18/2018	EOD	992,760.5500	0.0000261311	25.94	0.00	0.00	439.71
01/19/2018	EOD	994,760.5500	0.0000786015	78.19	0.00	0.00	517.90
01/22/2018	EOD	994,760.5500	0.0000263133	26.18	0.00	0.00	544.07
01/23/2018	EOD	996,760.5500	0.0000261557	26.07	0.00	0.00	570.14
01/24/2018	EOD	1,006,760.5500	0.0000262927	26.47	0.00	0.00	596.61
01/25/2018	EOD	1,006,760.5500	0.0000262815	26.46	0.00	0.00	623.07
01/26/2018	EOD	1,006,760.5500	0.0000783323	78.86	0.00	0.00	701.93
01/29/2018	EOD	1,006,760.5500	0.0000260018	26.18	0.00	0.00	728.11
01/30/2018	EOD	1,006,760.5500	0.0000258320	26.01	0.00	0.00	754.12
01/31/2018	EOD	1,008,541.1400	0.0000262716	26.50	0.00	780.59	0.03
Total: Accrual computed without daily compounding					**0.03**		

Accrued Dividend prior to 01/01/2018: 0.00

* Displaying Accrual Dividend rounded to two decimal places for reporting purpose only

January 2018 Bank Reconciliation:

Beginning Bank Balance:			$1,059,380.50
Cleared Deposits/Cash Receipts:		$	27,822.86
Deposits	$ 21,022.86		
Journal Entries	$ 6,800.00		
Interest Earned:		$	780.59
Cleared Checks/Payments:		$	29,429.77
Payments Cleared	$ 29,429.77		
Ending Bank Balance:			$1,058,554.18

Reconciliation Completed By: _____ 2/23/18

Reconcilation Reviewed By: _____

EFINANCE - POWERSCHOOL
DATE: 02/23/2018
TIME: 14:40:40

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
DEPOSITS LIST

BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 01/06/2018 BEGINNING BALANCE: 1,059,380.50 INTEREST EARNED: 780.59
STATEMENT END DATE: 02/05/2018 ENDING BALANCE: 1,058,554.18 FEES CHARGED: 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK		07/20/2015			
N	08/25/2015		232.60	COOP SYSCO ADMIN FEES	072015PQ
N	08/25/2015		232.60	COOP SYSCO ADMIN FEES	072015PQ
N	08/25/2015		886.59	COOP SYSCO ADMIN FEES	072415PQ
N	08/25/2015		886.59	COOP SYSCO ADMIN FEES	072415PQ
N	08/16/2016		180.61	COOP	071916PQ
N	08/16/2016		180.61	COOP	071916PQ
N	10/03/2016		8,846.97	COOP SYSCO ADMIN FEE	091316PQ
N	10/03/2016		8,846.97	COOP SYSCO ADMIN FEE	091316PQ
N	10/03/2016		31.58	COOP SYSCO ADMIN FEE	091616PQ
N	10/03/2016		31.58	COOP SYSCO ADMIN FEE	091616PQ
N	05/04/2017		355.87	COOP SYSCO ADMIN FEE	041817PQ
N	05/04/2017		355.87	COOP SYSCO ADMIN FEE	041817PQ
N	05/04/2017		12,217.50	COOP SYSCO ADMIN FEE	042117PQ
N	05/04/2017		12,217.50	COOP SYSCO ADMIN FEE	042117PQ
Y	01/05/2018		3,242.57	COOP INTERNLINE ADMIN FEE	010518PQ
Y	01/05/2018		69.61	COOP SYSCO ADMIN FEE	010518PQ
Y	01/09/2018		13.19	COOP MIDWEST SHOP ADMIN F	010918PQ
Y	01/16/2018		278.63	COOP INSIGHT ADMIN FEE	011618PQ
Y	01/16/2018		2,290.79	COOP VOSS ADMIN FEE	011618PQ
Y	01/19/2018		2,171.21	COOP INTERLINE ADMIN FEE	011718PQ
Y	01/19/2018		2,060.74	COOP SCHOOL SPECIALTY	011918PQ
Y	01/25/2018		200.28	COOP MNJ ADMIN FEE	012518PQ
Y	01/29/2018		270.07	COOP DUDE SOLUTIONS ADM F	012918PQ
Y	01/29/2018		14.22	COOP MACKIN ADMIN FEE	012918PQ
Y	01/31/2018		10,335.55	COOP SYSCO ADMIN FEE	012318PQ
Y	02/01/2018		76.00	ESU #11 ACH DEPOSIT ERROR	011618PQ
DEPOSIT: BLANK		01/16/2018	66,526.30		

TOTAL DEPOSITS 66,526.30
TOTAL CLEARED DEPOSITS 21,022.86
TOTAL UNCLEARED DEPOSITS 45,503.44

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
JOURNAL ENTRIES LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 01/06/2018 BEGINNING BALANCE: 1,059,380.50 INTEREST EARNED: 780.59
STATEMENT END DATE: 02/05/2018 ENDING BALANCE: 1,058,554.18 FEES CHARGED: 0.00

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
N	08/25/2015	BANKREC	11.17	RECONCILIATION INTEREST	20150731	
N	04/30/2016	BANKREC	92.84	RECONCILIATION INTEREST	20160430	
N	08/16/2016	BANKREC	156.42	RECONCILIATION INTEREST	20160731	
N	09/02/2016	BANKREC	122.29	RECONCILIATION INTEREST	20160831	
N	10/03/2016	BANKREC	145.94	RECONCILIATION INTEREST	20160930	
N	12/02/2016	BANKREC	189.30	RECONCILIATION INTEREST	20161130	
N	05/04/2017	BANKREC	344.59	RECONCILIATION INTEREST	20170430	
Y	01/05/2018	36	6,800.00	RECEIVABLE-RC- 010518PQ	010518PQ	

TOTAL JOURNAL ENTRIES	7,862.55
TOTAL CLEARED JOURNAL ENTRIES	6,800.00
TOTAL UNCLEARED JOURNAL ENTRIES	1,062.55

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
PAYMENTS LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 01/06/2018 BEGINNING BALANCE: 1,059,380.50 INTEREST EARNED: 780.59
STATEMENT END DATE: 02/05/2018 ENDING BALANCE: 1,058,554.18 FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	08/03/2017	14027	30,754.00	MANUAL		1056	ESU 2
Y	12/07/2017	14160	75.00	MANUAL	02/05/2018	1073	RODEWAY INN
N	12/19/2017	14166	200.00	MANUAL		1055	NAG
Y	12/19/2017	14172	365.00	MANUAL	02/05/2018	1073	RODEWAY INN
Y	01/09/2018	14179	689.00	MANUAL	02/05/2018	1247	KSB SCHOOL LAW
Y	01/09/2018	14180	825.00	MANUAL	02/05/2018	1041	NASB
Y	01/09/2018	14181	1,256.00	MANUAL	02/05/2018	1431	UNL ITS COMMUNICATION CENTER
Y	01/09/2018	14182	16,266.25	MANUAL	02/05/2018	1054	RMC RESEARCH CORPORATION
Y	01/09/2018	14183	93.00	MANUAL	02/05/2018	1387	COMFORT INN SUITES
Y	01/09/2018	14184	1,529.74	MANUAL	02/05/2018	1057	ESU 3
N	01/09/2018	14185	887.57	MANUAL		1155	DAVID LUDWIG
Y	01/09/2018	14186	54.75	MANUAL	02/05/2018	1061	DEB HERICKS
Y	01/09/2018	14187	95.23	MANUAL	02/05/2018	1314	BETH KABES
Y	01/09/2018	14188	317.53	MANUAL	02/05/2018	1076	PRISCILLA QUINTANA
Y	01/09/2018	14189	327.00	MANUAL	02/05/2018	1384	HOLIDAY INN EXPRESS OMAHA WEST
Y	01/09/2018	EFT00075	7,317.71	MANUAL	02/05/2018	1039	UNION BANK & TRUST COMPANY
Y	01/25/2018	EFT00079	218.56	MANUAL	02/05/2018	1044	SPECTRUM BUSINESS
N	02/03/2018	EFT00076	1,403.00	MANUAL		1209	CINCINNATI INSURANCE COMPANY

TOTAL PAYMENTS	62,674.34
TOTAL CLEARED PAYMENTS	29,429.77
TOTAL UNCLEARED PAYMENTS	33,244.57

Bank Account Reconciliation - ESU COORDINATING COUNCIL

Secure | https://finance.esu3.org/gas2.50/wa/sua/7ad9b1f4930be89a048d97daaedae59a/12#

eFinancePLUS a PLUS 360 Application

Bank Account Reconciliation - ESU COORDINATING COUNCIL

PRICILLA QUINTANA

Details Report Search

Date: 02/23/2018 Period: 5/18

Bank Statement Information

Bank Account * UNION BANK AND TRUST

Statement Begin Date * 01/06/2018 Beginning Balance * 1,059,380.50

Statement End Date * 02/05/2018 Ending Balance * 1,058,554.18

Interest/Fees

Date * 01/31/2018 Complete ☑

Period * 5 Interest Earned * 780.59

Year * 2018 Fees Charged * 0.00

Deposits | Payments | Journal Entries | Adjustments | Voids

Deposits

Clear	Deposit Date	Deposit	Amount
☐	09/13/2016		17,693.94
☐	09/16/2016		63.16
☐	04/18/2017		711.74
☐	04/21/2017		24,435.00
☑	01/05/2018		3,312.18
☑	01/09/2018		13.19
☑	01/16/2018		2,645.42

Transaction Totals

Deposits	66,526.30
Payments	62,674.34
Journal Entries	7,862.55
Book Balance	1,071,875.60
Bank Ending Balance	1,058,554.18

Cleared Amounts

Bank Beginning Balance	1,059,380.50
Deposits	21,022.86
Payments	29,429.77
Journal Entries	6,800.00
Adjustments Debits	0.00
Adjustments Credits	0.00
Interest Earned	780.59
Fees Charged	0.00
Reconciled Ending Balance	1,058,554.18

Uncleared Amounts

Deposits	45,503.44
Payments	33,244.57
Journal Entries	1,062.55
Difference	0.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 0110100000 - GENERAL ESUCC/ADM							
21000	SALARIES	.00	.00	.00	.00	.00	.00
21100	REGULAR SALARIES	132,112.00	.00	.00	44,037.36	88,074.64	33.33
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	9,593.00	.00	.00	1,522.46	8,070.54	15.87
22200	RETIREMENT	13,050.00	.00	.00	4,349.92	8,700.08	33.33
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	793.00	.00	.00	264.32	528.68	33.33
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23000	PURCHASED SERVICES	.00	.00	.00	.00	.00	.00
23140	LOBBYIST FEES	30,200.00	.00	.00	13,950.00	16,250.00	46.19
23150	ACCOUNTING/AUDIT	13,330.00	.00	.00	.00	13,330.00	.00
23160	FISCAL MANAGEMENT FEE	2,500.00	.00	.00	824.00	1,676.00	32.96
23170	LEGAL SERVICES	15,050.00	296.27	.00	8,266.11	6,783.89	54.92
23180	CONTRACTED SERVICES	3,000.00	.00	.00	1,500.00	1,500.00	50.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	4,815.00	337.85	.00	1,942.93	2,872.07	40.35
23280	INSURANCE/BONDS	10,292.00	.00	.00	1,403.00	8,889.00	13.63
23500	ADVERTISING	1,500.00	.00	.00	651.90	848.10	43.46
23525	PRINTING	2,000.00	15.41	.00	480.98	1,519.02	24.05
23810	POSTAGE	750.00	31.48	.00	226.76	523.24	30.23
23820	PHONE	600.00	52.34	.00	259.02	340.98	43.17
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24000	SUPPLIES/MATERIALS	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	400.00	.00	.00	74.47	325.53	18.62
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	27.00	-27.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25000	CAPITAL OUTLAY	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	750.00	.00	.00	.00	750.00	.00
26000	OTHER EXPENSES	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	15,679.00	.00	.00	13,044.00	2,635.00	83.19
26700	TRAVEL EXPENSES/MILEAGE	25,277.00	1,119.83	.00	5,297.14	19,979.86	20.96
26800	CONFERENCE/CONVENTION/MTG	15,280.00	2,294.32	.00	7,091.02	8,188.98	46.41
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
27000	TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL	GENERAL ESUCC/ADM	296,971.00	4,147.50	.00	105,212.39	191,758.61	35.43
ORG UNIT - 0120100000 - GENERAL ADM GENERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	.00	.00	.00	.00	.00	.00
23280	INSURANCE/BONDS	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	GENERAL ADM GENERAL	.00	.00	.00	.00	.00	.00

ORG UNIT - 0130300000 - COOP COOP GENERAL

21100	REGULAR SALARIES	221,461.00	.00	.00	73,820.24	147,640.76	33.33
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	13,683.00	.00	.00	4,284.72	9,398.28	31.31
22200	RETIREMENT	21,875.00	.00	.00	7,291.80	14,583.20	33.33
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	1,329.00	.00	.00	442.80	886.20	33.32
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	13,330.00	.00	.00	.00	13,330.00	.00
23160	FISCAL MANAGEMENT FEE	.00	.00	.00	.00	.00	.00
23170	LEGAL SERVICES	15,050.00	296.27	.00	8,266.11	6,783.89	54.92
23180	CONTRACTED SERVICES	6,700.00	.00	.00	.00	6,700.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	14,260.00	111.03	.00	5,440.55	8,819.45	38.15
23280	INSURANCE/BONDS	384.00	.00	.00	128.00	256.00	33.33
23500	ADVERTISING	2,500.00	.00	.00	.00	2,500.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
23525	PRINTING	2,900.00	.00	.00	2,567.50	332.50	88.53
23810	POSTAGE	1,500.00	3.68	.00	385.45	1,114.55	25.70
23820	PHONE	1,008.00	.00	.00	336.00	672.00	33.33
23830	COMPUTER/INTERNET SERVICE	598.00	339.99	.00	379.99	218.01	63.54
24100	SUPPLIES	2,000.00	.00	.00	95.47	1,904.53	4.77
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	104,583.00	.00	.00	104,351.33	231.67	99.78
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	3,210.00	.00	.00	.00	3,210.00	.00
26600	REPAYMENT MEMBER EQUITY	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	13,000.00	529.22	.00	3,290.64	9,709.36	25.31
26800	CONFERENCE/CONVENTION/MTG	9,500.00	996.66	.00	3,186.64	6,313.36	33.54
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	COOP COOP GENERAL	448,871.00	2,276.85	.00	214,267.24	234,603.76	47.73

ORG UNIT - 0140400000 - SRS SRS GENERAL

21100	REGULAR SALARIES	288,495.00	.00	.00	103,511.24	184,983.76	35.88
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	21,368.00	.00	.00	6,986.63	14,381.37	32.70
22200	RETIREMENT	30,674.00	.00	.00	10,224.64	20,449.36	33.33
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	28.00	-28.00	.00
22400	WORK COMP	1,863.00	.00	.00	621.32	1,241.68	33.35
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	2,170.00	.00	.00	.00	2,170.00	.00
23170	LEGAL SERVICES	2,450.00	48.23	.00	1,345.65	1,104.35	54.92
23180	CONTRACTED SERVICES	33,453.00	.00	.00	.00	33,453.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	14,299.00	1,182.46	.00	5,948.62	8,350.38	41.60
23280	INSURANCE/BONDS	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	300.00	.00	.00	104.52	195.48	34.84
23810	POSTAGE	50.00	.92	.00	3.68	46.32	7.36
23820	PHONE	800.00	79.92	.00	398.00	402.00	49.75
23830	COMPUTER/INTERNET SERVICE	5,472.00	2,204.76	.00	3,103.70	2,368.30	56.72
24100	SUPPLIES	500.00	.00	.00	.00	500.00	.00
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	4,550.00	35.30	.00	159.20	4,390.80	3.50
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
26700	TRAVEL EXPENSES/MILEAGE	9,532.00	.00	.00	2,434.95	7,097.05	25.55
26800	CONFERENCE/CONVENTION/MTG	4,000.00	.00	.00	167.23	3,832.77	4.18
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	SRS SRS GENERAL	419,976.00	3,551.59	.00	135,037.38	284,938.62	32.15
ORG UNIT - 0150500000 - PROF DEV PD GENERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
TOTAL	PROF DEV PD GENERAL	.00	.00	.00	.00	.00	.00
ORG UNIT - 0150500200 - PROF DEV PD ESU							
23170	LEGAL SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
23180	CONTRACTED SERVICES	1,500.00	.00	.00	1,536.00	-36.00	102.40
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23810	POSTAGE	250.00	7.11	.00	14.68	235.32	5.87
24100	SUPPLIES	500.00	.00	.00	7.65	492.35	1.53
26700	TRAVEL EXPENSES/MILEAGE	3,500.00	.00	.00	.00	3,500.00	.00
26800	CONFERENCE/CONVENTION/MTG	12,500.00	.00	.00	5,799.71	6,700.29	46.40
TOTAL	PROF DEV PD ESU	19,250.00	7.11	.00	7,358.04	11,891.96	38.22
ORG UNIT - 0150500400 - PROF DEV PD FEDERAL							
23180	CONTRACTED SERVICES	500,000.00	.00	.00	.00	500,000.00	.00
TOTAL	PROF DEV PD FEDERAL	500,000.00	.00	.00	.00	500,000.00	.00
ORG UNIT - 0150510200 - PROF DEV NOC ESU							
23190	PROFESSIONAL DEVELOPMENT	21,000.00	.00	.00	.00	21,000.00	.00
24400	PERIODICALS	5,000.00	.00	.00	.00	5,000.00	.00
26800	CONFERENCE/CONVENTION/MTG	3,050.00	.00	.00	1,494.00	1,556.00	48.98
TOTAL	PROF DEV NOC ESU	29,050.00	.00	.00	1,494.00	27,556.00	5.14

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 0150520200 - PROF DEV SDA ESU							
23190	PROFESSIONAL DEVELOPMENT	5,350.00	.00	.00	940.73	4,409.27	17.58
26800	CONFERENCE/CONVENTION/MTG	8,280.00	.00	.00	8,994.50	-714.50	108.63
TOTAL	PROF DEV SDA ESU	13,630.00	.00	.00	9,935.23	3,694.77	72.89
ORG UNIT - 0150530200 - PROF DEV ESPD ESU							
23170	LEGAL SERVICES	.00	.00	.00	305.00	-305.00	.00
23190	PROFESSIONAL DEVELOPMENT	14,000.00	.00	.00	.00	14,000.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	1,000.00	.00	.00	374.13	625.87	37.41
TOTAL	PROF DEV ESPD ESU	15,000.00	.00	.00	679.13	14,320.87	4.53
ORG UNIT - 0150540200 - PROF DEV TAG ESU							
23190	PROFESSIONAL DEVELOPMENT	8,000.00	.00	.00	.00	8,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	1,000.00	.00	.00	.00	1,000.00	.00
26800	CONFERENCE/CONVENTION/MTG	1,000.00	.00	.00	1,430.00	-430.00	143.00
TOTAL	PROF DEV TAG ESU	10,000.00	.00	.00	1,430.00	8,570.00	14.30
ORG UNIT - 0150550200 - PROF DEV NWEA ESU							
23180	CONTRACTED SERVICES	104,000.00	.00	.00	.00	104,000.00	.00
23190	PROFESSIONAL DEVELOPMENT	150,250.00	.00	.00	.00	150,250.00	.00
TOTAL	PROF DEV NWEA ESU	254,250.00	.00	.00	.00	254,250.00	.00
ORG UNIT - 0150555300 - INTEL/PEP GRANT							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	25,500.00	.00	.00	.00	25,500.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
TOTAL	INTEL/PEP GRANT	25,500.00	.00	.00	.00	25,500.00	.00
ORG UNIT - 0150560000 - PROF DEV CRISIS GENERAL							
23180	CONTRACTED SERVICES	30,000.00	.00	.00	30,506.31	-506.31	101.69
23190	PROFESSIONAL DEVELOPMENT	10,000.00	.00	.00	8,912.15	1,087.85	89.12

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	PROF DEV CRISIS GENERAL	40,000.00	.00	.00	39,418.46	581.54	98.55
ORG UNIT - 0150570310 - GEN GRANT							
21100	REGULAR SALARIES	156,663.00	.00	.00	76,088.89	80,574.11	48.57
22100	SOCIAL SECURITY	11,649.00	.00	.00	5,404.97	6,244.03	46.40
22200	RETIREMENT	15,103.00	.00	.00	7,515.92	7,587.08	49.76
22305	FLEX SPEND	.00	.00	.00	49.00	-49.00	.00
22400	WORK COMP	839.00	.00	.00	456.48	382.52	54.41
23180	CONTRACTED SERVICES	76,815.00	16,266.25	.00	32,532.50	44,282.50	42.35
26700	TRAVEL EXPENSES/MILEAGE	7,186.00	.00	.00	195.95	6,990.05	2.73
TOTAL	GEN GRANT	268,255.00	16,266.25	.00	122,243.71	146,011.29	45.57
ORG UNIT - 0150570311 - SIMPL							
23180	CONTRACTED SERVICES	45,000.00	.00	.00	22,724.75	22,275.25	50.50
26700	TRAVEL EXPENSES/MILEAGE	6,000.00	.00	.00	212.53	5,787.47	3.54
TOTAL	SIMPL	51,000.00	.00	.00	22,937.28	28,062.72	44.98
ORG UNIT - 0150570312 - TECH INF							
23180	CONTRACTED SERVICES	80,214.00	.00	.00	3,128.55	77,085.45	3.90
23190	PROFESSIONAL DEVELOPMENT	5,000.00	.00	.00	.00	5,000.00	.00
24100	SUPPLIES	3,000.00	.00	.00	.00	3,000.00	.00
25600	COMPUTER HARDWARE	35,000.00	.00	.00	.00	35,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	12,466.00	.00	.00	262.83	12,203.17	2.11
TOTAL	TECH INF	135,680.00	.00	.00	3,391.38	132,288.62	2.50
ORG UNIT - 0150570313 - AAP							
23180	CONTRACTED SERVICES	72,800.00	.00	.00	28,800.00	44,000.00	39.56
23190	PROFESSIONAL DEVELOPMENT	5,000.00	.00	.00	37.50	4,962.50	.75
24100	SUPPLIES	250.00	.00	.00	.00	250.00	.00
26700	TRAVEL EXPENSES/MILEAGE	14,700.00	.00	.00	2,805.41	11,894.59	19.08
TOTAL	AAP	92,750.00	.00	.00	31,642.91	61,107.09	34.12
ORG UNIT - 0150570314 - BLENDED							
23180	CONTRACTED SERVICES	72,500.00	.00	.00	20.00	72,480.00	.03
24100	SUPPLIES	3,000.00	.00	.00	50.24	2,949.76	1.67
24650	COMPUTER SOFTWARE/LICENSE	355.00	.00	.00	.00	355.00	.00
25600	COMPUTER HARDWARE	2,000.00	.00	.00	.00	2,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	20,837.00	289.87	.00	5,935.19	14,901.81	28.48

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	BLENDED	98,692.00	289.87	.00	6,005.43	92,686.57	6.09
ORG UNIT - 0150570315 - NROC							
23180	CONTRACTED SERVICES	187,500.00	.00	.00	130,000.00	57,500.00	69.33
24100	SUPPLIES	3,000.00	.00	.00	.00	3,000.00	.00
24650	COMPUTER SOFTWARE/LICENSE	500.00	.00	.00	.00	500.00	.00
25600	COMPUTER HARDWARE	2,000.00	.00	.00	.00	2,000.00	.00
26700	TRAVEL EXPENSES/MILEAGE	9,750.00	1,480.30	.00	3,466.13	6,283.87	35.55
26800	CONFERENCE/CONVENTION/MTG	4,328.00	.00	.00	400.00	3,928.00	9.24
TOTAL	NROC	207,078.00	1,480.30	.00	133,866.13	73,211.87	64.65
ORG UNIT - 0150570400 - PROF DEV NMPDS GR FEDERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	PROF DEV NMPDS GR FEDERAL	.00	.00	.00	.00	.00	.00
ORG UNIT - 0150575400 - SLDS GRANT							
23180	CONTRACTED SERVICES	350,000.00	.00	.00	.00	350,000.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	SLDS GRANT	350,000.00	.00	.00	.00	350,000.00	.00
ORG UNIT - 0150600200 - PROF DEV IMAT ESU							
23190	PROFESSIONAL DEVELOPMENT	.00	-750.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
TOTAL	PROF DEV IMAT ESU	.00	-750.00	.00	.00	.00	.00

ORG UNIT - 0150620000 - PD BLENDED ESU

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
24100	SUPPLIES	300.00	.00	.00	.00	300.00	.00
24650	COMPUTER SOFTWARE/LICENSE	750.00	.00	.00	.00	750.00	.00
26800	CONFERENCE/CONVENTION/MTG	18,000.00	-155.64	.00	2,562.62	15,437.38	14.24
TOTAL	PD BLENDED ESU	19,050.00	-155.64	.00	2,562.62	16,487.38	13.45
ORG UNIT - 0160100000 - BLENDED ADM GENERAL							
21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED ADM GENERAL	.00	.00	.00	.00	.00	.00
ORG UNIT - 0160600000 - BLENDED IMAT GENERAL							
21100	REGULAR SALARIES	58,983.00	.00	.00	24,135.56	34,847.44	40.92
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	3,016.00	.00	.00	1,493.01	1,522.99	49.50
22200	RETIREMENT	4,441.00	.00	.00	2,384.08	2,056.92	53.68
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	270.00	.00	.00	144.88	125.12	53.66
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	1,085.00	.00	.00	.00	1,085.00	.00
23170	LEGAL SERVICES	1,225.00	24.11	.00	672.80	552.20	54.92
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	4,952.00	141.86	.00	4,245.58	706.42	85.73
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	50.00	.46	.00	1.38	48.62	2.76
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	1,545.00	543.99	.00	803.99	741.01	52.04
24100	SUPPLIES	50.00	.00	.00	12.51	37.49	25.02
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	150.00	.00	.00	18.00	132.00	12.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	2,600.00	.00	.00	476.15	2,123.85	18.31
26800	CONFERENCE/CONVENTION/MTG	7,900.00	.00	.00	.00	7,900.00	.00
26850	PROGRAM PURCHASES	153,116.00	750.00	.00	762.00	152,354.00	.50
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED IMAT GENERAL	239,383.00	1,460.42	.00	35,149.94	204,233.06	14.68

ORG UNIT - 0160620000 - BLENDED DEC GENERAL

21100	REGULAR SALARIES	166,465.00	.00	.00	59,508.76	106,956.24	35.75
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	13,504.00	.00	.00	2,819.99	10,684.01	20.88
22200	RETIREMENT	19,408.00	.00	.00	5,878.16	13,529.84	30.29
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	1,179.00	.00	.00	357.16	821.84	30.29
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	1,085.00	.00	.00	.00	1,085.00	.00
23170	LEGAL SERVICES	1,225.00	24.12	.00	672.83	552.17	54.92
23180	CONTRACTED SERVICES	20,000.00	280.00	.00	12,660.00	7,340.00	63.30
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	5,752.00	271.46	.00	3,596.82	2,155.18	62.53
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	500.00	.00	.00	478.29	21.71	95.66
23810	POSTAGE	100.00	2.30	.00	8.24	91.76	8.24
23820	PHONE	.00	26.16	.00	129.49	-129.49	.00
23830	COMPUTER/INTERNET SERVICE	1,449.00	475.99	.00	735.99	713.01	50.79
24100	SUPPLIES	500.00	.00	.00	168.87	331.13	33.77
24400	PERIODICALS	250.00	.00	.00	.00	250.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	160.00	.00	.00	18.00	142.00	11.25
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	26,383.00	.00	.00	25,985.00	398.00	98.49

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
26300	DUES/FEES	305.00	125.00	.00	125.00	180.00	40.98
26700	TRAVEL EXPENSES/MILEAGE	5,000.00	126.50	.00	1,970.94	3,029.06	39.42
26800	CONFERENCE/CONVENTION/MTG	18,389.00	.00	.00	.00	18,389.00	.00
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED DEC GENERAL	281,654.00	1,331.53	.00	115,113.54	166,540.46	40.87

ORG UNIT - 0160641000 - BLENDED LMS GENERAL

21100	REGULAR SALARIES	.00	.00	.00	.00	.00	.00
21200	SUB OR TEMP	.00	.00	.00	.00	.00	.00
22000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00
22100	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
22200	RETIREMENT	.00	.00	.00	.00	.00	.00
22300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
22305	FLEX SPEND	.00	.00	.00	.00	.00	.00
22400	WORK COMP	.00	.00	.00	.00	.00	.00
22600	LIFE INSURANCE	.00	.00	.00	.00	.00	.00
22830	UNEMPLOYMENT INS	.00	.00	.00	.00	.00	.00
23150	ACCOUNTING/AUDIT	.00	.00	.00	.00	.00	.00
23170	LEGAL SERVICES	.00	.00	.00	.00	.00	.00
23180	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
23190	PROFESSIONAL DEVELOPMENT	.00	.00	.00	.00	.00	.00
23240	UTILITIES	.00	.00	.00	.00	.00	.00
23270	RENTAL/LEASES	.00	.00	.00	.00	.00	.00
23500	ADVERTISING	.00	.00	.00	.00	.00	.00
23525	PRINTING	.00	.00	.00	.00	.00	.00
23810	POSTAGE	.00	.00	.00	.00	.00	.00
23820	PHONE	.00	.00	.00	.00	.00	.00
23830	COMPUTER/INTERNET SERVICE	.00	.00	.00	.00	.00	.00
24100	SUPPLIES	.00	.00	.00	.00	.00	.00
24400	PERIODICALS	.00	.00	.00	.00	.00	.00
24625	REPAIRS	.00	.00	.00	.00	.00	.00
24650	COMPUTER SOFTWARE/LICENSE	.00	.00	.00	.00	.00	.00
24675	LONG TERM PROJECTS	.00	.00	.00	.00	.00	.00
25300	FURNITURE AND EQUIPMENT	.00	.00	.00	.00	.00	.00
25600	COMPUTER HARDWARE	.00	.00	.00	.00	.00	.00
26300	DUES/FEES	.00	.00	.00	.00	.00	.00
26700	TRAVEL EXPENSES/MILEAGE	.00	.00	.00	.00	.00	.00
26800	CONFERENCE/CONVENTION/MTG	.00	.00	.00	.00	.00	.00
26850	PROGRAM PURCHASES	.00	.00	.00	.00	.00	.00
26900	CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	BLENDED LMS GENERAL	.00	.00	.00	.00	.00	.00

ORG UNIT - 0170100000 - ADMIN FLOW THROUGH

26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	ADMIN FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 0170300000 - COOP FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	760,000.00	.00	.00	.00	760,000.00	.00
TOTAL	COOP FLOW THROUGH	760,000.00	.00	.00	.00	760,000.00	.00
ORG UNIT - 0170400000 - SRS FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	SRS FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170500000 - PD FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	235,000.00	.00	.00	.00	235,000.00	.00
TOTAL	PD FLOW THROUGH	235,000.00	.00	.00	.00	235,000.00	.00
ORG UNIT - 0170550000 - NWEA FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	NWEA FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170560000 - CRISIS FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	CRISIS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 0170600000 - IMAT FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	20,000.00	.00	.00	.00	20,000.00	.00
TOTAL	IMAT FLOW THROUGH	20,000.00	.00	.00	.00	20,000.00	.00
ORG UNIT - 0170602000 - IMAT SP PROJ FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	IMAT SP PROJ FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170603000 - IMAT MED ACQ FLOW THROUGH							

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
26950	FLOW THROUGH - EXPENSES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	IMAT MED ACQ FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 0170620000 - DEC FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	DEC FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 0170641000 - LMS FLOW THROUGH							
26950	FLOW THROUGH - EXPENSES	.00	.00	.00	.00	.00	.00
TOTAL	LMS FLOW THROUGH	.00	.00	.00	.00	.00	.00
TOTAL REPORT		4,911,040.00	29,905.78	.00	987,744.81	3,923,295.19	20.11

January 31, 2018

Budget Summary

Checkbook Balances:

As of Sept. 1, 2017 = $1,145,753.21

As of Jan 1, 2018= $1,027,986.50

	January 2018 Receipts	January 2018 Disbursements	Jan 2017 Receipts	Jan 2017 Disbursements
ESUCC Admin	$856.59	($4,172.53)	$346.05	($14,988.39)
COOP	$20,946.86	($2,273.17)	$24,415.09	($25,348.16)
DEC	$0.00	($1,329.23)	$0.00	($23,756.41)
IMAT	$0.00	($709.96)	$0.00	($13,965.87)
LMS	$0.00	$0.00	$0.00	$0.00
SRS	$5,500.00	($3,550.67)	$0.00	($32,214.80)
PDO	$1,300.00	($17,841.78)	$6,420.00	($29,763.02)
	$28,603.45	($29,877.34)	$31,181.14	($140,036.65)
ESUCC Reserve	*$250,000.00*			
As of January 2018 =	**$1,026,712.61**		**Dec 31, 2016 =**	**$1,519,029.81**

Outstanding Receipts

ESUCC Admin.	***$1,629.41***
Current Year Lobbiest Fees (ESU 6)	*$1,629.41*
COOP	***$11,937.46***
Annual Buy Vendor Admin Fees	*$634.30*
AEPA School Orders Worldbook/Movie Lic.	*$199.36*
AEPA/Special Buys/Food/Custodial Admin Fees	*$11,103.80*
DEC	***$0.00***
	$0.00
IMAT	***$5,400.00***
Current Year MSA Fees (ESU 6 & ESU 18)	*$5,400.00*
SRS	***$0.00***
	$0.00
PDO	***$19,370.00***
PD Fees	*$17,420.00*
Crisis	*$1,950.00*
Total:	**$38,336.87**

	FY Net Activity 01/31/18
ESUCC Admin	$191,712.94
COOP	$17,436.32
DEC	($105,855.30)
IMAT	$68,564.94
SRS	($47,033.69)
PDO	($243,865.81)
	($119,040.60)

Budget Notes/Comments, January 2018:

20.11% Total Budget Usage

33.30% Adjusted Budget Usage

41.65% Budget Usage Average (12 months)

Notes/Special Receipts, January 2018:

$10,335.55 Sysco Admin Fee, COOP

$5,500.00 SRS MSA Fee

$15,835.55

Notes/Special Disbursements, January 2018:

$1,500.00	Sparq Data
$7,200.00	Mindshine
$16,500.00	ISMKE
$30,251.00	University/NE Public Policy Cntr
$55,451.00	

February Expenses, Payable 03/09/18, Total $140,472.64

Equal Level	$6,750.00
Mindshine	$7,200.00

* Innovation funds, $245,306.99
Submitted for reimbursement 12/13/17

* DEC Allocation funds, $281,654
Requested these funds on 12/15/17
Received $253,488.60 on 2/16/18

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	14027 V	08/03/17	1056	ESU 2	01	09999	SRS DOUBLE PAYMENT	0.00	-30,754.00
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0110100000	23170	ESUCC LEGAL SERVICE	0.00	296.27
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0130300000	23170	COOP LEGAL SERVICE	0.00	296.27
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0140400000	23170	SRS LEGAL SERVICE	0.00	48.23
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0160600000	23170	IMAT LEGAL SERVICE	0.00	24.11
09000	14179	01/09/18	1247	KSB SCHOOL LAW	0160641000	23170	LMS LEGAL SERVICE	0.00	24.12
TOTAL CHECK								0.00	689.00
09000	14180	01/09/18	1041	NASB	0140400000	23270	SRS RENT LINCOLN	0.00	825.00
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0130300000	23830	COOP COMP/INTERNET	0.00	125.60
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0140400000	23830	SRS COMP/INTERNET S	0.00	753.60
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0160600000	23830	IMAT COMP/INTERNET	0.00	200.96
09000	14181	01/09/18	1431	UNL ITS COMMUNICATI	0160620000	23830	DEC COMP/INTERNET S	0.00	175.84
TOTAL CHECK								0.00	1,256.00
09000	14182	01/09/18	1054	RMC RESEARCH CORPOR	0150570310	23180	INNOV GEN CONSULTAN	0.00	16,266.25
09000	14183	01/09/18	1387	COMFORT INN SUITES	0130300000	26700	COOP TRAVEL/LODGING	0.00	93.00
09000	14184	01/09/18	1057	ESU 3	0110100000	23270	ESUCC RENT OMAHA	0.00	337.85
09000	14184	01/09/18	1057	ESU 3	0130300000	23270	COOP RENT OMAHA	0.00	111.03
09000	14184	01/09/18	1057	ESU 3	0140400000	23270	SRS RENT OMAHA	0.00	357.46
09000	14184	01/09/18	1057	ESU 3	0160600000	23270	IMAT RENT OMAHA	0.00	141.86
09000	14184	01/09/18	1057	ESU 3	0160620000	23270	DEC RENT OMAHA	0.00	271.46
09000	14184	01/09/18	1057	ESU 3	0110100000	23820	ESUCC PHONE OMAHA	0.00	52.34
09000	14184	01/09/18	1057	ESU 3	0160620000	23820	DEC PHONE OMAHA	0.00	26.16
09000	14184	01/09/18	1057	ESU 3	0140400000	23820	SRS PHONE OMAHA	0.00	26.16
09000	14184	01/09/18	1057	ESU 3	0110100000	23810	ESUCC POSTAGE OMAHA	0.00	17.51
09000	14184	01/09/18	1057	ESU 3	0110100000	23525	ESUCC PRINTING OMAH	0.00	15.41
09000	14184	01/09/18	1057	ESU 3	0110100000	26800	ESUCC MEETING EXPEN	0.00	172.50
TOTAL CHECK								0.00	1,529.74
09000	14185	01/09/18	1155	DAVID LUDWIG	0110100000	26700	ESUCC TRAVEL EXP RE	0.00	887.57
09000	14186	01/09/18	1061	DEB HERICKS	0110100000	26700	ESUCC TRAVEL EXP RE	0.00	54.75
09000	14187	01/09/18	1314	BETH KABES	0150570314	26700	INNOV BLENDED TRAVE	0.00	95.23
09000	14188	01/09/18	1076	PRISCILLA QUINTANA	0110100000	26700	ESUCC TRAVEL EXP RE	0.00	158.76
09000	14188	01/09/18	1076	PRISCILLA QUINTANA	0130300000	26700	COOP TRAVEL EXP REI	0.00	158.77
TOTAL CHECK								0.00	317.53
09000	14189	01/09/18	1384	HOLIDAY INN EXPRESS	0130300000	26700	COOP TRAVEL/LODGING	0.00	218.00
09000	14189	01/09/18	1384	HOLIDAY INN EXPRESS	0160620000	26700	DEC TRAVEL/LODGING	0.00	109.00
TOTAL CHECK								0.00	327.00
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0110100000	26800	ESUCC CONFERENCE EX	0.00	1,936.36
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0110100000	26700	ESUCC TRAVEL EXPENS	0.00	18.75
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0110100000	26800	ESUCC CONFERENCE EX	0.00	224.46
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	23180	DEC NDLA CONFERENCE	0.00	280.00

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0150570315	26700	INNOV NROC TRAVEL E	0.00	1,480.30
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	26300	DEC NCSA MEMBER DUE	0.00	125.00
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0130300000	23830	COOP JITBIT COMP/IN	0.00	214.39
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0140400000	23830	SRS JITBIT COMP/INT	0.00	1,286.36
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160600000	23830	IMAT JITBIT COMP/IN	0.00	343.03
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	26700	DEC TRAVEL EXPENSE	0.00	17.50
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0140400000	24650	SRS SOFTWARE, GITHU	0.00	25.00
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0140400000	24650	SRS SOFTWARE, ATLAS	0.00	10.30
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0130300000	26800	COOP CONFERENCE EXP	0.00	996.66
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0130300000	26700	COOP TRAVEL EXP	0.00	59.45
09000	EFT00075	01/09/18	1039	UNION BANK & TRUST	0160620000	23830	DEC JITBIT COMP/INT	0.00	300.15
TOTAL CHECK								0.00	7,317.71
09000	EFT00079	01/25/18	1044	SPECTRUM BUSINESS	0140400000	23820	SRS PHONE LINCOLN	0.00	53.76
09000	EFT00079	01/25/18	1044	SPECTRUM BUSINESS	0140400000	23830	SRS INTERNET LINCOL	0.00	164.80
TOTAL CHECK								0.00	218.56
TOTAL CASH ACCOUNT								0.00	-876.66
TOTAL FUND								0.00	-876.66
TOTAL REPORT								0.00	-876.66

ESU COORDINATING COUNCIL
SUMMARY EXPENDITURE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR BUDGET	CURRENT YEAR EXPENDITURES	CURRENT YEAR BALANCE	CURRENT YEAR %	PRIOR YEAR BUDGET	PRIOR YEAR EXPENDITURES	PRIOR YEAR BALANCE	PRIOR YEAR %
TOTAL ESUCC/ADM	296,971.00	105,212.39	191,758.61	35.43	319,740.00	94,567.12	225,172.88	29.58
TOTAL GENERAL	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL COOP	448,871.00	214,267.24	234,603.76	47.73	702,351.00	310,813.71	391,537.29	44.25
TOTAL SRS	419,976.00	135,037.38	284,938.62	32.15	466,492.00	134,115.00	332,377.00	28.75
TOTAL PROF DEV	2,129,185.00	382,964.32	1,746,220.68	17.99	1,300,828.00	217,681.86	1,083,146.14	16.73
TOTAL BLENDED	521,037.00	150,263.48	370,773.52	28.84	876,371.00	158,875.28	717,495.72	18.13
TOTAL FLOW THROUGH	1,095,000.00	.00	1,095,000.00	.00	1,095,000.00	11,770.60	1,083,229.40	1.07
TOTAL GENERAL FUND	4,911,040.00	987,744.81	3,923,295.19	20.11	4,760,782.00	927,823.57	3,832,958.43	19.49
TOTAL REPORT	4,911,040.00	987,744.81	3,923,295.19	20.11	4,760,782.00	927,823.57	3,832,958.43	19.49

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

SELECTION CRITERIA: cmropenitem.total_due>0.0

INV DATE	INVOICE NO	CUSTOMER #	CUSTOMER NAME	ORIG INVOICE	INVOICE ADJT	----PAYMENTS	PAYMENT ADJT	-WRITTEN OFF	---TOTAL DUE
10/29/2015	ADMN000006	ESU06	EDUCATIONAL SERVIC	1,641.18	.00	.00	.00	.00	1,641.18
10/12/2016	ADMN000026	ESU06	EDUCATIONAL SERVIC	1,629.41	.00	.00	.00	.00	1,629.41
10/17/2017	ADMN000044	ESU06	EDUCATIONAL SERVIC	1,629.41	.00	.00	.00	.00	1,629.41
09/21/2017	AEPA000623	BROWN	BROWN & SAENGER	232.83	.00	.00	.00	.00	232.83
02/19/2018	AEPA000625	CALLAWAY	CALLAWAY PUBLIC SC	199.36	.00	.00	.00	.00	199.36
05/30/2017	COOP001072	BROWN	BROWN & SAENGER	46,401.75	.00	-46,389.54	.00	.00	12.21
02/19/2018	COOP001094	ACCO	ACCO BRANDS / GBC	43.05	.00	.00	.00	.00	43.05
02/19/2018	COOP001095	BLICK	BLICK ART MATERIAL	4.26	.00	.00	.00	.00	4.26
02/19/2018	COOP001096	BROWN	BROWN & SAENGER	148.63	.00	.00	.00	.00	148.63
02/19/2018	COOP001097	PYRAMID	PYRAMID SCHOOL PRO	8.16	.00	.00	.00	.00	8.16
02/19/2018	COOP001098	TROXELL	TROXELL COMMUNICAT	3.83	.00	.00	.00	.00	3.83
02/19/2018	COOP001099	VIRCO	VIRCO INC	414.16	.00	.00	.00	.00	414.16
11/01/2017	CRIS000317	DESHLER	DESHLER PUBLIC SCH	1,050.00	.00	.00	.00	.00	1,050.00
11/01/2017	CRIS000342	CENTRALCIT	CENTRAL CITY PUBLI	400.00	.00	.00	.00	.00	400.00
11/01/2017	CRIS000360	MERIDIAN	MERIDIAN PUBLIC SC	600.00	.00	-100.00	.00	.00	500.00
10/26/2015	IMAT000076	ESU06	EDUCATIONAL SERVIC	5,400.00	.00	.00	.00	.00	5,400.00
10/12/2016	IMAT000125	ESU06	EDUCATIONAL SERVIC	5,400.00	.00	.00	.00	.00	5,400.00
10/17/2017	IMAT000175	ESU06	EDUCATIONAL SERVIC	5,400.00	.00	.00	.00	.00	5,400.00
02/15/2018	PDO0000527	ESU01	EDUCATIONAL SERVIC	800.00	.00	.00	.00	.00	800.00
02/15/2018	PDO0000528	ESU02	EDUCATIONAL SERVIC	740.00	.00	.00	.00	.00	740.00
02/15/2018	PDO0000529	ESU02	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000530	ESU02	EDUCATIONAL SERVIC	140.00	.00	.00	.00	.00	140.00
02/15/2018	PDO0000531	ESU02	EDUCATIONAL SERVIC	120.00	.00	.00	.00	.00	120.00
02/15/2018	PDO0000532	ESU02	EDUCATIONAL SERVIC	160.00	.00	.00	.00	.00	160.00
02/15/2018	PDO0000533	ESU03	EDUCATIONAL SERVIC	1,160.00	.00	.00	.00	.00	1,160.00
02/15/2018	PDO0000534	ESU03	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000535	ESU03	EDUCATIONAL SERVIC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000536	ESU03	EDUCATIONAL SERVIC	460.00	.00	.00	.00	.00	460.00
02/15/2018	PDO0000537	ESU03	EDUCATIONAL SERVIC	340.00	.00	.00	.00	.00	340.00
02/15/2018	PDO0000538	ESU04	EDUCATIONAL SERIVC	400.00	.00	.00	.00	.00	400.00
02/15/2018	PDO0000539	ESU04	EDUCATIONAL SERIVC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000540	ESU04	EDUCATIONAL SERIVC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000541	ESU04	EDUCATIONAL SERIVC	500.00	.00	.00	.00	.00	500.00
02/15/2018	PDO0000542	ESU04	EDUCATIONAL SERIVC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000543	ESU05	EDUCATIONAL SERVIC	280.00	.00	.00	.00	.00	280.00
02/15/2018	PDO0000544	ESU05	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000545	ESU05	EDUCATIONAL SERVIC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000546	ESU05	EDUCATIONAL SERVIC	100.00	.00	.00	.00	.00	100.00
02/15/2018	PDO0000547	ESU05	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/15/2018	PDO0000548	ESU06	EDUCATIONAL SERVIC	380.00	.00	.00	.00	.00	380.00
02/15/2018	PDO0000549	ESU06	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000550	ESU06	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/15/2018	PDO0000551	ESU06	EDUCATIONAL SERVIC	220.00	.00	.00	.00	.00	220.00
02/15/2018	PDO0000552	ESU07	EDUCATIONAL SERVIC	600.00	.00	.00	.00	.00	600.00
02/15/2018	PDO0000553	ESU07	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00
02/15/2018	PDO0000554	ESU07	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000555	ESU07	EDUCATIONAL SERVIC	740.00	.00	.00	.00	.00	740.00
02/15/2018	PDO0000556	ESU07	EDUCATIONAL SERVIC	80.00	.00	.00	.00	.00	80.00
02/15/2018	PDO0000557	ESU08	EDUCATIONAL SERVIC	320.00	.00	.00	.00	.00	320.00
02/15/2018	PDO0000558	ESU08	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/15/2018	PDO0000559	ESU08	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/15/2018	PDO0000560	ESU08	EDUCATIONAL SERVIC	460.00	.00	.00	.00	.00	460.00
02/15/2018	PDO0000561	ESU08	EDUCATIONAL SERVIC	220.00	.00	.00	.00	.00	220.00
02/15/2018	PDO0000562	ESU09	EDUCATIONAL SERVIC	700.00	.00	.00	.00	.00	700.00
02/16/2018	PDO0000563	ESU10	EDUCATIONAL SERVIC	760.00	.00	.00	.00	.00	760.00
02/16/2018	PDO0000564	ESU10	EDUCATIONAL SERVIC	40.00	.00	.00	.00	.00	40.00

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

SELECTION CRITERIA: cmropenitem.total_due>0.0

INV DATE	INVOICE NO	CUSTOMER #	CUSTOMER NAME	ORIG INVOICE	INVOICE ADJT	----PAYMENTS	PAYMENT ADJT	-WRITTEN OFF	---TOTAL DUE
02/16/2018	PDO0000565	ESU10	EDUCATIONAL SERVIC	200.00	.00	.00	.00	.00	200.00
02/16/2018	PDO0000566	ESU10	EDUCATIONAL SERVIC	680.00	.00	.00	.00	.00	680.00
02/16/2018	PDO0000567	ESU10	EDUCATIONAL SERVIC	140.00	.00	.00	.00	.00	140.00
02/16/2018	PDO0000568	ESU11	EDUCATIONAL SERVIC	400.00	.00	.00	.00	.00	400.00
02/16/2018	PDO0000569	ESU11	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
02/16/2018	PDO0000570	ESU11	EDUCATIONAL SERVIC	140.00	.00	.00	.00	.00	140.00
02/16/2018	PDO0000571	ESU11	EDUCATIONAL SERVIC	210.00	.00	.00	.00	.00	210.00
02/16/2018	PDO0000572	ESU11	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/16/2018	PDO0000573	ESU13	EDUCATIONAL SERVIC	620.00	.00	.00	.00	.00	620.00
02/16/2018	PDO0000574	ESU15	EDUCATIONAL SERVIC	160.00	.00	.00	.00	.00	160.00
02/16/2018	PDO0000575	ESU16	EDUCATIONAL SERVIC	800.00	.00	.00	.00	.00	800.00
02/16/2018	PDO0000576	ESU17	EDUCATIONAL SERVIC	520.00	.00	.00	.00	.00	520.00
02/16/2018	PDO0000577	ESU18	EDUCATIONAL SERVIC	60.00	.00	.00	.00	.00	60.00
02/16/2018	PDO0000578	ESU19	EDUCATIONAL SERVIC	400.00	.00	.00	.00	.00	400.00
02/19/2018	PDO0000579	OCIO	OCIO	20.00	.00	.00	.00	.00	20.00
02/19/2018	PDO0000580	UNCSN	UNCSN	40.00	.00	.00	.00	.00	40.00
02/19/2018	PDO0000581	NDE	NEBRASKA DEPT OF E	1,340.00	.00	.00	.00	.00	1,340.00
02/19/2018	PDO0000582	BENNINGTON	BENNINGTON PUBLIC	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000583	CENTENNIAL	CENTENNIAL PUBLIC	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000584	CONESTOGA	CONESTOGA PUBLIC S	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000585	DESHLER	DESHLER PUBLIC SCH	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000586	FREEMAN	FREEMAN PUBLIC SCH	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000587	NEBRCITY	NEBRASKA CITY PUBL	150.00	.00	.00	.00	.00	150.00
02/19/2018	PDO0000588	OAKLANDCRA	OAKLAND CRAIG PUBI	100.00	.00	.00	.00	.00	100.00
02/19/2018	PDO0000589	PLATTSMOUT	PLATTSMOUTH COMMUN	150.00	.00	.00	.00	.00	150.00
TOTAL REPORT:	81			88,026.03	.00	-46,489.54	.00	.00	41,536.49

ESU COORDINATING COUNCIL
SUMMARY REVENUE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 5/18

Fund - 01 - GENERAL FUND

		CURRENT YEAR				PRIOR YEAR			
	TITLE	BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL	ESUCC/ADM	296,971.00	296,934.31	36.69	99.99	319,740.00	302,447.58	17,292.42	94.59
TOTAL	COOP	375,000.00	232,624.87	142,375.13	62.03	416,766.00	268,276.85	148,489.15	64.37
TOTAL	SRS	419,976.00	88,000.00	331,976.00	20.95	466,492.00	88,000.00	378,492.00	18.86
TOTAL	PROF DEV	2,129,185.00	139,762.10	1,989,422.90	6.56	1,300,828.00	307,850.73	992,977.27	23.67
TOTAL	BLENDED	521,037.00	112,213.50	408,823.50	21.54	876,371.00	436,454.00	439,917.00	49.80
TOTAL	FLOW THROUGH	1,095,000.00	.00	1,095,000.00	.00	1,095,000.00	.00	1,095,000.00	.00
TOTAL	MISC CASH BROUGHT FW	73,871.00	.00	73,871.00	.00	285,585.00	.00	285,585.00	.00
TOTAL	GENERAL FUND	4,911,040.00	869,534.78	4,041,505.22	17.71	4,760,782.00	1,403,029.16	3,357,752.84	29.47
TOTAL REPORT		4,911,040.00	869,534.78	4,041,505.22	17.71	4,760,782.00	1,403,029.16	3,357,752.84	29.47

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0110100000 - GENERAL ESUCC/ADM

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11410	INTEREST								
5 /18	02/05/18	19		BANKREC			780.59		RECONCILIATION INTEREST
TOTAL	INTEREST					.00	780.59	.00	
11990	INVOICED REVENUE								
5 /18	02/01/18	24					76.00	.00	ESU #11 ACH DEPOSIT ERROR
TOTAL	INVOICED REVENUE					.00	76.00	.00	
TOTAL	GENERAL ESUCC/ADM					.00	856.59	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0130333000 - COOP PRIMEVEND BUY GEN

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
12400	ADMIN FEES							
5 /18	01/05/18	24				69.61	.00	COOP SYSCO ADMIN FEE
5 /18	01/05/18	24				3,242.57	.00	COOP INTERNLINE ADMIN FEE
5 /18	01/31/18	24				10,335.55	.00	COOP SYSCO ADMIN FEE
TOTAL	ADMIN FEES				.00	13,647.73	.00	
TOTAL	COOP PRIMEVEND BUY GEN				.00	13,647.73	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0130334000 - COOP AEPA/SPEC BUY GEN

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
12400	ADMIN FEES							
5 /18	01/09/18	24				13.19	.00	COOP MIDWEST SHOP ADMIN F
5 /18	01/16/18	24				278.63	.00	COOP INSIGHT ADMIN FEE
5 /18	01/16/18	24				2,290.79	.00	COOP VOSS ADMIN FEE
5 /18	01/19/18	24				2,171.21	.00	COOP INTERLINE ADMIN FEE
5 /18	01/19/18	24				2,060.74	.00	COOP SCHOOL SPECIALTY
5 /18	01/25/18	24				200.28	.00	COOP MNJ ADMIN FEE
5 /18	01/29/18	24				270.07	.00	COOP DUDE SOLUTIONS ADM F
5 /18	01/29/18	24				14.22	.00	COOP MACKIN ADMIN FEE
TOTAL	ADMIN FEES				.00	7,299.13	.00	
TOTAL	COOP AEPA/SPEC BUY GEN				.00	7,299.13	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0140400200 - SRS SRS ESU

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11990	INVOICED REVENUE								
5 /18	01/05/18	19		36			5,500.00		RECEIVABLE-RC- 010518PQ
TOTAL	INVOICED REVENUE					.00	5,500.00	.00	
TOTAL	SRS SRS ESU					.00	5,500.00	.00	

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='18' and transact.period='5'
ACCOUNTING PERIOD: 5/18

FUND - 01 - GENERAL FUND
ORG UNIT - 0150560200 - PROF DEV CRISIS ESU

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11990	INVOICED REVENUE							
5 /18	01/05/18	19	36			1,300.00		RECEIVABLE-RC- 010518PQ
TOTAL	INVOICED REVENUE				.00	1,300.00	.00	
TOTAL	PROF DEV CRISIS ESU				.00	1,300.00	.00	
TOTAL	GENERAL FUND				.00	28,603.45	.00	
TOTAL REPORT					.00	28,603.45	.00	

ESU COORDINATING COUNCIL
BATCH MANUAL CHECK EDIT LIST

CONTROL NUMBER: 030918PQ CHECK NO: 14211

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7463	02/28/18		0110100000	21100	1064	ESU 17		N	.00	11,009.33
7/18	pquintan	09000		6475	ESUCC SALARIES		03/09/2018	Y	.00	.00
7464	02/28/18		0110100000	22100	1064	ESU 17		N	.00	797.41
7/18	pquintan	09000		6475	ESUCC SS/MEDICARE		03/09/2018	Y	.00	.00
7465	02/28/18		0110100000	22200	1064	ESU 17		N	.00	1,087.48
7/18	pquintan	09000		6475	ESUCC RETIREMENT		03/09/2018	Y	.00	.00
7466	02/28/18		0110100000	22400	1064	ESU 17		N	.00	66.08
7/18	pquintan	09000		6475	ESUCC WORK COMP		03/09/2018	Y	.00	.00
7467	02/28/18		0110100000	23160	1064	ESU 17		N	.00	206.00
7/18	pquintan	09000		6475	ESUCC FISCAL AGENT FEE		03/09/2018	Y	.00	.00
7468	02/28/18		0110100000	23270	1064	ESU 17		N	.00	63.42
7/18	pquintan	09000		6475	ESUCC RENT AINSWORTH		03/09/2018	Y	.00	.00
7469	02/28/18		0130300000	21100	1064	ESU 17		N	.00	18,455.04
7/18	pquintan	09000		6475	COOP SALARIES		03/09/2018	Y	.00	.00
7470	02/28/18		0130300000	22100	1064	ESU 17		N	.00	1,114.15
7/18	pquintan	09000		6475	COOP SS/MEDICARE		03/09/2018	Y	.00	.00
7471	02/28/18		0130300000	22200	1064	ESU 17		N	.00	1,822.95
7/18	pquintan	09000		6475	COOP RETIREMENT		03/09/2018	Y	.00	.00
7472	02/28/18		0130300000	22400	1064	ESU 17		N	.00	110.70
7/18	pquintan	09000		6475	COOP WORK COMP		03/09/2018	Y	.00	.00
7473	02/28/18		0130300000	23270	1064	ESU 17		N	.00	1,013.35
7/18	pquintan	09000		6475	COOP RENT AINSWORTH		03/09/2018	Y	.00	.00
7476	02/28/18		0130300000	23280	1064	ESU 17		N	.00	32.00
7/18	pquintan	09000		6475	COOP BOND/INSUR		03/09/2018	Y	.00	.00
7475	02/28/18		0130300000	23525	1064	ESU 17		N	.00	17.50
7/18	pquintan	09000		6475	COOP PRINTING/COPIER		03/09/2018	Y	.00	.00
7474	02/28/18		0130300000	23820	1064	ESU 17		N	.00	84.00
7/18	pquintan	09000		6475	COOP PHONE AINSWORTH		03/09/2018	Y	.00	.00
7487	02/28/18		0140400000	21100	1064	ESU 17		N	.00	25,877.79
7/18	pquintan	09000		6475	SRS SALARIES		03/09/2018	Y	.00	.00
7488	02/28/18		0140400000	22100	1064	ESU 17		N	.00	1,793.92
7/18	pquintan	09000		6475	SRS SS/MEDICARE		03/09/2018	Y	.00	.00

ESU COORDINATING COUNCIL
BATCH MANUAL CHECK EDIT LIST

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7489	02/28/18		0140400000	22200	1064	ESU 17		N	.00	2,556.16
7/18	pquintan	09000		6475	SRS RETIREMENT		03/09/2018	Y	.00	.00
7491	02/28/18		0140400000	22305	1064	ESU 17		N	.00	7.00
7/18	pquintan	09000		6475	SRS WAGE WORKS		03/09/2018	Y	.00	.00
7490	02/28/18		0140400000	22400	1064	ESU 17		N	.00	155.33
7/18	pquintan	09000		6475	SRS WORK COMP		03/09/2018	Y	.00	.00
7492	02/28/18		0140400000	23270	1064	ESU 17		N	.00	9.08
7/18	pquintan	09000		6475	SRS RENT AINSWORTH		03/09/2018	Y	.00	.00
7493	02/28/18		0150570310	21100	1064	ESU 17		N	.00	19,022.22
7/18	pquintan	09000		6475	INNOV GEN SALARIES		03/09/2018	Y	.00	.00
7494	02/28/18		0150570310	22100	1064	ESU 17		N	.00	1,350.30
7/18	pquintan	09000		6475	INNOV GEN SS/MEDICARE		03/09/2018	Y	.00	.00
7495	02/28/18		0150570310	22200	1064	ESU 17		N	.00	1,878.98
7/18	pquintan	09000		6475	INNOV GEN RETIREMENT		03/09/2018	Y	.00	.00
7497	02/28/18		0150570310	22305	1064	ESU 17		N	.00	14.00
7/18	pquintan	09000		6475	INNOV GEN WAGE WORKS		03/09/2018	Y	.00	.00
7496	02/28/18		0150570310	22400	1064	ESU 17		N	.00	114.12
7/18	pquintan	09000		6475	INNOV GEN WORK COMP		03/09/2018	Y	.00	.00
7482	02/28/18		0160600000	21100	1064	ESU 17		N	.00	6,033.87
7/18	pquintan	09000		6475	IMAT SALARIES		03/09/2018	Y	.00	.00
7483	02/28/18		0160600000	22100	1064	ESU 17		N	.00	424.81
7/18	pquintan	09000		6475	IMAT SS/MEDICARE		03/09/2018	Y	.00	.00
7484	02/28/18		0160600000	22200	1064	ESU 17		N	.00	596.02
7/18	pquintan	09000		6475	IMAT RETIREMENT		03/09/2018	Y	.00	.00
7485	02/28/18		0160600000	22400	1064	ESU 17		N	.00	36.22
7/18	pquintan	09000		6475	IMAT WORK COMP		03/09/2018	Y	.00	.00
7486	02/28/18		0160600000	23270	1064	ESU 17		N	.00	9.07
7/18	pquintan	09000		6475	IMAT RENT AINSWORTH		03/09/2018	Y	.00	.00
7477	02/28/18		0160620000	21100	1064	ESU 17		N	.00	14,877.18
7/18	pquintan	09000		6475	DEC SALARIES		03/09/2018	Y	.00	.00
7478	02/28/18		0160620000	22100	1064	ESU 17		N	.00	1,005.77
7/18	pquintan	09000		6475	DEC SS/MEDICARE		03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7479	02/28/18		0160620000	22200	1064	ESU 17		N	.00	1,469.54
7/18	pquintan	09000		6475	DEC RETIREMENT		03/09/2018	Y	.00	.00
7480	02/28/18		0160620000	22400	1064	ESU 17		N	.00	89.29
7/18	pquintan	09000		6475	DEC WORK COMP		03/09/2018	Y	.00	.00
7481	02/28/18		0160620000	23270	1064	ESU 17		N	.00	9.08
7/18	pquintan	09000		6475	DEC RENT AINSWORTH		03/09/2018	Y	.00	.00
TOTAL CHECK 14211										113,209.16
CONTROL NUMBER: 030918PQ		CHECK NO: 14212								
7498	02/28/18		0110100000	23140	1318	BROMM & ASSOCIATES		N	.00	330.50
7/18	pquintan	09000		157	ESUCC LOBBYIST FEES		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14213								
7499	02/28/18		0110100000	23170	1247	KSB SCHOOL LAW		M	.00	410.44
7/18	pquintan	09000		4195	ESUCC LEGAL FEES		03/09/2018	Y	.00	.00
7500	02/28/18		0130300000	23170	1247	KSB SCHOOL LAW		M	.00	410.43
7/18	pquintan	09000		4195	COOP LEGAL FEES		03/09/2018	Y	.00	.00
7501	02/28/18		0140400000	23170	1247	KSB SCHOOL LAW		M	.00	66.82
7/18	pquintan	09000		4195	SRS LEGAL FEES		03/09/2018	Y	.00	.00
7504	02/28/18		0150530200	23170	1247	KSB SCHOOL LAW		M	.00	310.00
7/18	pquintan	09000		4195	ESPD LEGAL FEES		03/09/2018	Y	.00	.00
7502	02/28/18		0160600000	23170	1247	KSB SCHOOL LAW		M	.00	33.40
7/18	pquintan	09000		4195	IMAT LEGAL FEES		03/09/2018	Y	.00	.00
7503	02/28/18		0160620000	23170	1247	KSB SCHOOL LAW		M	.00	33.41
7/18	pquintan	09000		4195	DEC LEGAL FEES		03/09/2018	Y	.00	.00
TOTAL CHECK 14213										1,264.50
CONTROL NUMBER: 030918PQ		CHECK NO: 14214								
7505	02/28/18		0110100000	26300	1041	NASB		N	.00	400.00
7/18	pquintan	09000		43546/43731	ESUCC NASB MEMBERSHIP		03/09/2018	Y	.00	.00
7506	02/28/18		0140400000	23270	1041	NASB		N	.00	825.00
7/18	pquintan	09000		43546/43731	SRS RENT LINCOLN		03/09/2018	Y	.00	.00
TOTAL CHECK 14214										1,225.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14215								

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7507	02/28/18		0130300000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	62.90
7/18	pquintan 09000			437987	COOP DATA CENTER SPACE		03/09/2018	Y	.00	.00
7508	02/28/18		0140400000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	377.40
7/18	pquintan 09000			437987	SRS DATA CENTER SPACE		03/09/2018	Y	.00	.00
7509	02/28/18		0160600000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	100.64
7/18	pquintan 09000			437987	IMAT DATA CENTER SPACE		03/09/2018	Y	.00	.00
7510	02/28/18		0160620000	23830	1431	UNL ITS COMMUNICATION CENTE		N	.00	88.06
7/18	pquintan 09000			437987	DEC DATA CENTER SPACE		03/09/2018	Y	.00	.00
TOTAL CHECK 14215										629.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14216								
7511	02/28/18		0130300000	26800	1098	AESA		N	.00	800.00
7/18	pquintan 09000			2-464	COOP AEPA CONF REGISTRAT		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14217								
7512	02/28/18		0130300000	23180	1311	EQUAL LEVEL		N	.00	6,750.00
7/18	pquintan 09000			1364	COOP CONTRACTED SERVICE		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14218								
7513	02/28/18		0150570313	23180	1382	MINDSHINE TECHNOLOGIES LLC		M	.00	7,200.00
7/18	pquintan 09000			ESUCC-14	INNOV AAP CONTRACT SERV		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14219								
7514	02/28/18		0150570314	26700	1434	FRIENDS OF NEW TECH		N	.00	375.00
7/18	pquintan 09000			5	INNOV BLENDED TRAVEL		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14220								
7515	02/28/18		0110100000	23270	1057	ESU 3		N	.00	337.85
7/18	pquintan 09000				ESUCC RENT OMAHA		03/09/2018	Y	.00	.00
7523	02/28/18		0110100000	23810	1057	ESU 3		N	.00	24.98
7/18	pquintan 09000				ESUCC POSTAGE OMAHA		03/09/2018	Y	.00	.00
7520	02/28/18		0110100000	23820	1057	ESU 3		N	.00	52.34
7/18	pquintan 09000				ESUCC PHONE OMAHA		03/09/2018	Y	.00	.00
7516	02/28/18		0130300000	23270	1057	ESU 3		N	.00	111.03
7/18	pquintan 09000				COOP RENT OMAHA		03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7524	02/28/18		0130300000	23830	1057	ESU 3		N	.00	10.00
7/18	pquintan 09000				COOP INTERNET OMAHA		03/09/2018	Y	.00	.00
7517	02/28/18		0140400000	23270	1057	ESU 3		N	.00	357.46
7/18	pquintan 09000				SRS RENT OMAHA		03/09/2018	Y	.00	.00
7522	02/28/18		0140400000	23820	1057	ESU 3		N	.00	26.16
7/18	pquintan 09000				SRS PHONE OMAHA		03/09/2018	Y	.00	.00
7525	02/28/18		0140400000	23830	1057	ESU 3		N	.00	60.00
7/18	pquintan 09000				SRS INTERNET OMAHA		03/09/2018	Y	.00	.00
7518	02/28/18		0160600000	23270	1057	ESU 3		N	.00	141.86
7/18	pquintan 09000				IMAT RENT OMAHA		03/09/2018	Y	.00	.00
7526	02/28/18		0160600000	23830	1057	ESU 3		N	.00	65.00
7/18	pquintan 09000				IMAT INTERNET OMAHA		03/09/2018	Y	.00	.00
7519	02/28/18		0160620000	23270	1057	ESU 3		N	.00	271.46
7/18	pquintan 09000				DEC RENT OMAHA		03/09/2018	Y	.00	.00
7521	02/28/18		0160620000	23820	1057	ESU 3		N	.00	26.16
7/18	pquintan 09000				DEC PHONE OMAHA		03/09/2018	Y	.00	.00
7527	02/28/18		0160620000	23830	1057	ESU 3		N	.00	65.00
7/18	pquintan 09000				DEC INTERNET OMAHA		03/09/2018	Y	.00	.00
TOTAL CHECK 14220										1,549.30
CONTROL NUMBER: 030918PQ		CHECK NO: 14221								
7528	02/28/18		0110100000	26800	1069	LINCOLN PUBLIC SCHOOLS		N	.00	406.70
7/18	pquintan 09000				ESUCC MEETING EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14222								
7529	02/28/18		0150570314	26700	1198	COMFORT INN		N	.00	93.00
7/18	pquintan 09000				INNOV BLENDED TRAVEL/LOD		03/09/2018	Y	.00	.00
7530	02/28/18		0150570314	26700	1198	COMFORT INN		N	.00	199.90
7/18	pquintan 09000				INNOV BLENDED TRAVEL/LOD		03/09/2018	Y	.00	.00
TOTAL CHECK 14222										292.90
CONTROL NUMBER: 030918PQ		CHECK NO: 14223								
7531	02/28/18		0110100000	26700	1278	CORNHUSKER MARRIOTT HOTEL		N	.00	3.50
7/18	pquintan 09000				ESUCC TRAVEL EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ		CHECK NO: 14224								

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7532	02/28/18			0150570315	26700	1073	RODEWAY INN		N	.00	70.00
7/18	pquintan 09000				40074396	INNOV NROC TRAVEL EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14225								
7533	02/28/18			0150570314	26700	1224	HAMPTON INN & SUITES		N	.00	279.00
7/18	pquintan 09000					INNOV BLENDED TRAVEL EXP		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14226								
7534	02/28/18			0150560000	23190	1085	HOLIDAY INN EXPRESS		N	.00	372.00
7/18	pquintan 09000				25144/25145	CRISIS PRO DEV		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14227								
7535	02/28/18			0110100000	26700	1155	DAVID LUDWIG		N	.00	934.13
7/18	pquintan 09000					ESUCC TRAVEL EXP REIMBUR		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14228								
7536	02/28/18			0150570310	26700	1086	SCOTT ISAACSON		N	.00	51.18
7/18	pquintan 09000					INNOV GEN TRAVEL REIMBUR		03/09/2018	Y	.00	.00
7537	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	47.08
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7539	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	51.90
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7540	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	51.36
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7544	02/28/18			0150570312	26700	1086	SCOTT ISAACSON		N	.00	52.32
7/18	pquintan 09000					INNOV TECH TRAVEL REIMBU		03/09/2018	Y	.00	.00
7538	02/28/18			0150570313	26700	1086	SCOTT ISAACSON		N	.00	46.01
7/18	pquintan 09000					INNOV AAP TRAVEL REIMBUR		03/09/2018	Y	.00	.00
7542	02/28/18			0150570313	26700	1086	SCOTT ISAACSON		N	.00	57.23
7/18	pquintan 09000					INNOV AAP TRAVEL REIMBUR		03/09/2018	Y	.00	.00
7543	02/28/18			0160620000	26700	1086	SCOTT ISAACSON		N	.00	51.78
7/18	pquintan 09000					DEC TRAVEL EXP REIMBURSE		03/09/2018	Y	.00	.00
7541	02/28/18			0160620000	26700	1086	SCOTT ISAACSON		N	.00	55.64
7/18	pquintan 09000					DEC TRAVEL EXP REIMBURSE		03/09/2018	Y	.00	.00
TOTAL CHECK 14228											464.50
CONTROL NUMBER: 030918PQ			CHECK NO: 14229								

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7545	02/28/18			0110100000	26700	1061	DEB HERICKS		N	.00	107.91
7/18	pquintan 09000					ESUCC TRAVEL EXP REIMBUR		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: 14230								
7546	02/28/18			0150570314	26700	1314	BETH KABES		N	.00	183.67
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
7547	02/28/18			0150570314	26700	1314	BETH KABES		N	.00	83.93
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
7548	02/28/18			0150570314	26700	1314	BETH KABES		N	.00	608.71
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
TOTAL CHECK 14230											876.31
CONTROL NUMBER: 030918PQ			CHECK NO: 14231								
7549	02/28/18			0150570314	26700	1404	NANCY MOVALL		N	.00	55.59
7/18	pquintan 09000					INNOV BLENDED TRAVEL REI		03/09/2018	Y	.00	.00
7550	02/28/18			0150570315	26700	1404	NANCY MOVALL		N	.00	97.56
7/18	pquintan 09000					INNOV NROC TRAVEL REIMBU		03/09/2018	Y	.00	.00
TOTAL CHECK 14231											153.15
CONTROL NUMBER: 030918PQ			CHECK NO: 14232								
7551	02/28/18			0130300000	26700	1101	CRAIG PETERSON		N	.00	35.97
7/18	pquintan 09000					COOP TRAVEL EXP REIMBURS		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: EFT00080								
7552	02/28/18			0130300000	23810	1196	MAILFINANCE		N	.00	148.72
7/18	pquintan 09000				N6978454	COOP POSTAGE METER LEASE		03/09/2018	Y	.00	.00
CONTROL NUMBER: 030918PQ			CHECK NO: EFT00081								
7570	02/28/18			0110100000	24100	1039	UNION BANK & TRUST COMPANY		N	.00	27.99
7/18	pquintan 09000					ESUCC OFFICE SUPPLIES		03/09/2018	Y	.00	.00
7573	02/28/18			0110100000	26300	1039	UNION BANK & TRUST COMPANY		N	.00	44.76
7/18	pquintan 09000					ESUCC BANK FEES		03/09/2018	Y	.00	.00
7571	02/28/18			0110100000	26700	1039	UNION BANK & TRUST COMPANY		N	.00	1.25
7/18	pquintan 09000					ESUCC TRAVEL EXP		03/09/2018	Y	.00	.00
7572	02/28/18			0110100000	26700	1039	UNION BANK & TRUST COMPANY		N	.00	1.25
7/18	pquintan 09000					ESUCC TRAVEL EXP		03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7565	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	2.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7567	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	28.11
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7568	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	2.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7569	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	5.00
7/18	pquintan 09000				ESUCC TRAVE EXP	03/09/2018	Y	.00	.00
7553	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	9.30
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7554	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	18.05
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7555	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	22.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7556	02/28/18		0110100000	26700	1039	UNION BANK & TRUST COMPANY	N	.00	2.50
7/18	pquintan 09000				ESUCC TRAVEL EXP	03/09/2018	Y	.00	.00
7578	02/28/18		0130300000	26300	1039	UNION BANK & TRUST COMPANY	N	.00	21.00
7/18	pquintan 09000				COOP BANK FEES	03/09/2018	Y	.00	.00
7563	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	496.60
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7564	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	601.60
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7557	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	36.00
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7558	02/28/18		0130300000	26800	1039	UNION BANK & TRUST COMPANY	N	.00	43.00
7/18	pquintan 09000				COOP AEPA CONF EXP	03/09/2018	Y	.00	.00
7577	02/28/18		0140400000	24650	1039	UNION BANK & TRUST COMPANY	N	.00	25.00
7/18	pquintan 09000				SRS SOFTWARE GITHUB	03/09/2018	Y	.00	.00
7575	02/28/18		0150570312	23180	1039	UNION BANK & TRUST COMPANY	N	.00	699.98
7/18	pquintan 09000				INNOV TECH GO DADDY	03/09/2018	Y	.00	.00
7576	02/28/18		0160620000	26300	1039	UNION BANK & TRUST COMPANY	N	.00	23.15
7/18	pquintan 09000				DEC BANK FEES	03/09/2018	Y	.00	.00

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR P/F CASH ACCT	ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
7574 7/18	02/28/18 pquintan	09000	0160620000	26700	1039 DEC TRAVEL EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	11.25 .00
7566 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	525.00 .00
7559 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	2.60 .00
7560 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	23.00 .00
7561 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	146.00 .00
7562 7/18	02/28/18 pquintan	09000	0160620000	26800	1039 DEC CONF EXP	UNION BANK & TRUST COMPANY 03/09/2018	N Y	.00 .00	175.50 .00

TOTAL CHECK EFT00081 2,995.39

TOTAL CONTROL NUMBER 140,472.64

TOTAL REPORT 140,472.64

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Contractor/Company: KSB School Law / ESU 10
Presenter: Karen Haase
Email:
Phone:
Address:
Point of Contact: Peg Coover, ESU 10

Workshop Title: Digital Citizenship Symposium
Date of Workshop: September 25, 2018
Projected cost of workshop (include presenter fees, materials, expenses, etc): $1000

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
The Digital Citizenship Symposium is an annual event that brings together teachers, students, administrators, parents, and other key stakeholders from across the state to teach the importance of being a good digital citizen.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

NEBRASKA

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Coordinating Council

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Contractor/Company: TBD
Presenter: TBD
Email:
Phone:
Address: City, State, Zip: Omaha, NE
Point of Contact: Katie Morrow & Molly Aschoff

Workshop Title: TLT Fall Training/Meeting
Date of Workshop: November 14-15, 2018
Projected cost of workshop (include presenter fees, materials, expenses, etc): $4000

How does training align with goals and mission of ESUCC and NDE?
The theme of this proposed training will align with the needs of the Teaching & Learning with Technology group as well as statewide initiatives (both ESUCC & NDE). The TLT Leadership Team will continue to use a survey tool to poll the TLT group to determine which training will best meet this criteria. Tentatively planned is instructional coaching and best practices.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
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Teacher Principal Evaluation
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OER

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NEBRASKA

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Coordinating Council

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Company: The Marshall Memo, LLC
Company Contact: Michael **"**Kim" Marshall
Email: kim.marshall48@gmail.com
Address: 222 Clark Road, Brookline, MA 02445

Subscription Title: The Marshall Memo
Date of Service: Annual service agreement: December 2019 - November 2020
Cost: $750 annually for 999 recipients (ESU and districts)

How does subscription align with ESUCC Goals and ESUCC/NDE priority areas?

The Marshall Memo helps to bridge a gap by providing school leaders with quick access to the best current education ideas and practices. Through a weekly email newsletter the author summaries articles on current research and best practices in the field with e-links to full articles when available and highlights a few notable quotes.The Marshall Memo empowers education leaders with information that can improve student learning.

The subscription provides continued communication of best practices in education that increase knowledge of ESU and district members to enhance the implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:

Contract sent:	Date Received:
W-9/W4NA:	Date Received:

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Contractor/Company: Metro Community College-Center of Advanced and Emerging Technology
Presenter: TBD
Email:
Phone:
Address: City, State, Zip: Omaha, NE
Point of Contact: Molly Aschoff & Jeff Ingraham

Workshop Title: MakerSpaces and TLT Meeting
Date of Workshop: February 6-7, 2019
Projected cost of workshop (include presenter fees, materials, expenses, etc): $5000

How does training align with goals and mission of ESUCC and NDE?
The theme of this proposed training will align with the needs of the Teaching & Learning with Technology group as well as statewide initiatives (both ESUCC & NDE). The TLT Leadership Team will continue to use a survey tool to poll the TLT group to determine which training will best meet this criteria.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd
OER

Office Use:
Contract sent: Date Received:

W-9/W4NA: Date Received:

Project Status Summary Report
ADVISER Dashboard Implementation

1)Executive Summary

Project Manager	Status Date
Swathi Mall	February 26- March 2, 2018

Project Status Schedule	G		
Green = Launch On Schedule		*Yellow =Tasks Behind Schedule*	*Red = Critical Path Impact*

Project Status Budget	G		
Green = At or Under Budget		*Yellow = Trending Over Budget*	*Red =EAC = Over Budget*

Hours Budgeted	*Hours Spent till date*	*Comment*
120	*51*	*42.5% of schedule utilized*
Total Budget	*Budget Spent till date*	*Comment*
$19200	*$8160*	*42.5% of budget utilized*

2) Key Schedule Milestone Tracking

Priorty task list	Status /Comments
1. Not seeing student level data on the dashboard/table formatting issue	Fixed and Published to Production.
2. Multidistrict users not able to select district dashboard to see from the dropdown list	Deployment to staging didn't fix the issue, another code integration and troubleshooting this week.
3. SSO Login Issue and Troubleshooting	DLP provided a troubleshooting document on 03/02. Need discussion with Scott from ESUCC and work on this issue by looking at production web-server log files.
4. Displaying NWEA MAP scores in dashboard (was rolled in during summer but possibly causing other bugs, still untested)	DLP is currently working on this. More information needed.

3) Steering Team Escalation

- None

4) Completed tasks during this period

- KT on dashboard architecture and general debugging tips
- Not seeing student level data on dashboard
- Table formatting issue
  https://nebraska.jitbit.com/helpdesk/Ticket/11327758
  https://nebraska.jitbit.com/helpdesk/Ticket/11529725
  https://nebraska.jitbit.com/helpdesk/Ticket/11614037

5) Progress Planned for This Week

- Single sign-on forces a re-authentication even if the user was already logged into the SSO framework/portal (moved from completed – more issues identified)

- Multidistrict users not able to select district dashboard to see from dropdown list

- Displaying NWEA MAP scores in dashboard (was rolled in during summer but possibly causing other bugs, still untested)

- O'Neill dashboard access bug (could just remove the apostrophe from their name in the dashboard as workaround) https://nebraska.jitbit.com/helpdesk/Ticket/7744287

- Absence calendar date range bug https://nebraska.jitbit.com/helpdesk/Ticket/6582963

- SSO error displayed when hitting Log Off in dashboard https://nebraska.jitbit.com/helpdesk/Ticket/5007873

- Attendance rates displayed are incorrect due to use of section attendance (all districts should be sending daily attendance now)
  https://nebraska.jitbit.com/helpdesk/Ticket/4498600
  https://nebraska.jitbit.com/helpdesk/Ticket/4339359
  https://nebraska.jitbit.com/helpdesk/Ticket/4671018

Notes: DoubleLine Partners is currently working on fixing the issues on priority basis as suggested by ESUCC and NDE. NDE technical team is working with DoubleLine Partners on a regular basis in fixing the Dashboard issues and training.

Committee Report

PROJECT NAME: BlendEd and Distance Ed

PROJECT DIRECTOR: Beth Kabes

REPORT PERIOD: March, 2018

COMMITTEE REPORT:
BlendEd Committee meet on Fridays at 9 a.m. over zoom throughout the months of January and February. Discussion items include:

February 15, 2018 - Copyright, intellectual property, Cohort 2, Future Ready NE,

February 9, 2018 - OER, Blended Visits, CCC-Kearney, Comments from Math 5 teacher

January 25, 2018 - Garden County, Johnson Brock

January 19, 2018 - Cohort 2, Admin Days, NSCA Meeting

January 12, 2018 - ADVISER, OER, Admin Day Proposal

January 5, 2018 - Adviser, Work group for Nebraska Cloud

BlendEd:

Pilot

- Visited in December, January and February: Clarkson, Shelby-Rising City, South Sioux City, CL Jones MS-Minden, Litchfield, Mullen, Mitchell, Bayard, Kimball, Rock County Elementary, Bancroft-Rosalie
- ESU Coaches Monthly Meetings 1st Monday of each month
    - No meeting in Janary
    - February 5, 2018
- Cohort 2 – 2018-2020
    - BlendEd Pilot website: bit.ly/neblend
    - 16 schools/districts. Norris PS is requesting information to join

Garden County Schools
Amherst
Riverside Public Schools
Fairbury Public Schools
Laurel-Concord-Coleridge School

Valentine Public School
Pierce Public Schools
Pope John XXIII Central Catholic
Diller-Odell Public School
Wahoo Middle School
Ogallala High school
Sidney Public Schools
Wisner-Pilger Public Schools
Howells-Dodge Consolidated
Humphrey Public School
Crete HS

- Dates for training for Cohort 2
    - March 14 = Cohort 2 Kick Off in Kearney
    - March 15 = Cohort 2 Kick Off in Lincoln
    - March 16 = BlendEd Coaches Training in Lincoln (available to any ESU staff)
    - July 16-20, 2018 across the state

Open Education Resources Project

- OER Commons
    - OER Nebraska Hub: https://www.oercommons.org/hubs/nebraska
    - Implementation Team Meeting notes
    - Held webinars with ISKME for training
        - February 8 - OER Commons Webinar - Using Groups to Curate, Remix & Create Resources

Promotion and Professional Development of BlendEd

- Ted Style Talk on Flexible Seating at NDLA on February 18

DISTANCE EDUCATION:

- Breakout Session at NDLA on February 18

ESUPDO:

- Presentation to NOC on OER at February 10 regular meeting.

AESA:

- OER Affinity Group February 14, 2018 notes
- Blended and Personalized Learning Affinity Group – co leader of the group. Next meeting: March 14, 2018

PROJECT NAME: BlendEd Projects – Instructional Materials
PROJECT DIRECTOR: Rhonda Eis
REPORT PERIOD: March 2018

Nebraska OER Commons

- **February**
  - Beta site released – URL accessible, not visible on OER Commons
  - Standards Integration – work is ongoing – more to add in March
  - SSO work
- **March/April**
  - OER Advisory Committee with cross-affiliate, ESUCC and NDE representation to meet
    - Design a workflow process
    - Develop a curation plan for collections
    - Identify contributors
    - Establish future timelines for training and work
    - Create resource templates for users
    - Establish Additional Working Groups
  - NDE to begin importing resources
- **May**
  - Share OER updates and training opportunities with affiliate groups
- **Summer**
  - Public release - visible as a Hub on OER Commons

TLT Affiliate

- Training Feb 7 & 8
  - Nebraska OER – How to Use Groups to Curate, Remix and Create Resources
  - Iowa – Shared experiences and lessons learned from their Iowa Hub – year 1
  - LPS shared their OER MS Science Curriculum
  - Copyright Training provided by TLT member, Christine Haeffner (ESU18)
  - Worktime – Discussion on the NE plan rollout
- Next TLT Affiliate Meeting – May 8 – ESU 10
- Next TLT Leadership Meeting – April 18
  - New leadership members coming on starting June 2018
    - Nick Ziegler – ESU 5
    - Peg Coover – ESU 10

Learn360

- Responses: 14 – Yes to renew 2018-19; 1 – Maybe
  - ESU 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19
  - Term September 1, 2018 July 31, 2019
    - ESUs will be billed in May for the months of July & August 2018 to start new subscription term as per MSA 2017-18 amounts
  - Renewal cost $120,100 for 282,604 students (PrK-12) – Extra cost for over 280,000 students

Survey Results and Comments

ESU	Renew Learn360 - 2018-19 Sept 1, 2018 Aug. 31, 2019	The results of this survey will be discussed at the ESUCC Committee meeting on March 7. Please add comments, questions or suggestions for discussion.
1	Yes	This service has great instructional resources for a reasonable price per student. It provides a way to manage and deliver Nebraska licensed content and meets the state statute need to for statewide instructional materials.
3	Yes	ESU #3 plans to use Learn360 for 2018-19, but our districts may want us to opt out for 2019-20.
4	Yes	none
5	Yes	We have a small number of staff utilizing this service, but the ones that have explored it and use it really like it.
7	Yes	This is used by a good number of ESU 7 teachers. I don't want this to go away without some type of replacement.
8	Yes	We have to provide our schools with a streaming video content especially if we are going to a blended and online learning model.
9	Yes	none
10	Yes	none
11	Yes	Is the 50/50 formula still a good fit for this, or should the $0.425/student cost be passed straight through?
13	Yes	Learn 360 supplies our schools with quality digital content
15	Yes	Would like a way to promote its usage. I seem to be busy with other items and Learn360 usually takes a back seat with newer and "flashier" items.
16	Yes	Portal inclusion will hopefully boost numbers.
17	Yes	none
18	Yes	We continue to get solid usage from Learn360 in our curriculum content areas.
19	Maybe	There is concern regarding a single-sign on experience as well as the dates of the video collections. We would like to see videos that are more current.

EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL

SERVICES CONTRACT

Contractor:	Double Line, Inc.
Name:	Matt Warden
Address:	6801 N Capital of TX Hwy Bldg. II Ste. #225
City, State, Zip Code:	Austin, TX 78731
Telephone Number:	(512) 646-4929
Fax Number:	Click here to enter text.
Email Address:	m.warden@wearedoubleline.com
Social Security/TIN:	Click here to enter text.

Doc ID: fd012fc2af4ead21c6ef973eae8ab4cbe43ff162

Date: February 8, 2018

1. Services. Contractor agrees to provide to ESUCC the services identified in Schedule 1, attached, on the dates or during the time periods and for the fees and expense reimbursement listed in Schedule 1. Contractor affirms that throughout the term of this contract he or she will hold a valid and appropriate certification, licensure, or authorization from any required entity to provide the services in the State of Nebraska, which certification, licensure, or other documentation shall be provided to ESUCC prior to the provision of any services under this Agreement.

2. Independent Contractor. The relationship between Contractor and ESUCC is that of independent contractor and is not one of employment or principle agent. Contractor shall determine the means and methods by which its services will be provided and will furnish the personnel and equipment incidental to the provision of such services, provided that ESUCC retains the right to designate the time and place for the performance of those services. Contractor shall exercise its own independent professional judgment in connection with the performance of its services under this Agreement. ESUCC does not agree to use Contractor exclusively, and the Contractor is free to contract to perform similar services for other entities while under contract with ESUCC. Contractor shall be solely responsible for personnel retained by it to provide the services whether through employment or independent contract, and Contractor will be solely responsible for compensation, payroll taxes and withholding and workers compensation insurance with respect to such personnel.

3. Acceptance. ☒ This Contract shall be binding upon the parties when accepted by the Executive Director of the ESUCC or his authorized designee and until such acceptance it shall constitute a proposal that shall remain open and shall not be withdrawn prior to April 30, 2018.

4. 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.

5. Liability. The work performed under this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for all legal liability associated with the performance of this contract. Contractor agrees to indemnify and hold the School District harmless from any and all liability or loss arising in any way out of the performance of this Agreement.

6. 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:

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- Commercial general liability
- Employer's liability
- Workers compensation
- Automobile

All such insurance shall be in a form and with liability limits and deductibles that are satisfactory to ESUCC. Contractor shall furnish a certificate of insurance to the undersigned ESUCC representative prior to commencement of this Agreement. Failure to provide insurance as required in this Agreement is a material breach of contract entitling ESUCC to terminate this Agreement immediately.

7. Compliance with Laws and Regulations. Contractor agrees that it shall perform the work called for herein in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, including the laws of any state or nation which may have jurisdiction over Contractor and Contractor's employees. Contractor assumes full responsibility for the payment of all contributions, taxes or assessments, which may be required by any state or nation as to all employees engaged in the performance of work hereunder. Contractor covenants to save ESUCC harmless from any and all liability for state or federal taxes, workers' compensation contributions, and or any other tax liability or assessment now or subsequently imposed on ESUCC by reason of this Agreement and the services hereunder.

8. Confidential Information. The Contractor may have access to certain confidential information while providing services under this Agreement including, but not necessarily limited to, student or employee information. The Contractor understands that state and federal law prohibit the disclosure of certain records or information to any unauthorized person without a written release from an individual authorized by law to provide it. The Contractor understands that unauthorized access, use, disclosure, or modification of student or employee records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed by law.

9. Student Records. The parties agree to share data in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined by the federal Family Education Rights and Privacy Act (FERPA) and any other applicable federal or state laws and regulations. FERPA establishes restrictions on the disclosure and re-disclosure of personally identifiable information in students' education records without the written consent of the parent or eligible student. FERPA permits student information to be used by state educational authorities for the purposes of the evaluation of state or federally supported education programs, and/or conducting research for or on behalf of the state supported schools to improve education.

10. 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.

11. Duty to Report. The Contractor shall self-report any of the following to ESUCC's Executive

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Director within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Contractor for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Contractor that could impact any certificate or professional license held by the Contractor;
G. Any action or threat of action by any entity against the Contractor's driver's license or ability or authority to operate a motor vehicle if the Contractor's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate termination of this Agreement.

12. Drug/Alcohol/Tobacco/Weapons Free Workplace. 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 ESUCC premises or at ESUCC 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 ESUCC property or at ESUCC related functions. The Contractor and all subcontractors, if any, also shall adhere to all ESUCC's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC premises or at ESUCC related functions. Failure to comply with this provision may be considered a material breach. ESUCC may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

13. 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 ESUCC.

14. Subcontractors. The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of ESUCC.

15. Written Notice. All communications regarding this Agreement shall be sent to the parties at the following parties:

ESUCC: David M. Ludwig, Executive Director
ESUCC
6949 South 110th Street
LaVista, NE 68128

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Contractor: Double Line, Inc.
6801 N. Capital of Tx Hwy
Bldg. 2, Ste. 225
Austin, TX 78731

Any written notice hereunder shall be effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address listed above or such other address as may hereafter be specified by notice in writing.

16. Entirety of Agreement and Amendments. The parties certify that they have read this Agreement, fully understand its terms and conditions and agree that this Agreement constitutes the entire agreement between the Contractor and ESUCC and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written instrument signed by the Contractor and by a duly authorized representative of ESUCC.

17. Applicable Law. This Agreement shall be governed by the laws of the State of Nebraska.

Contractor:	ESUCC
By: Steve Sanderson	By:
Its: CEO (Authorized Signer's Title)	Its: Executive Director (Authorized Signer's Title)
Date: 02/07/2018	Date: 2-8-18

Doc ID: fd012fc2af4ead21c6ef973eae8ab4cbe43ff162

SCHEDULE 1

1. Description of Services

Time & materials not to exceed 120 hours and $19,200

A. Double Line will investigate issues and inquiries relating to the ADVISER Dashboards, as directed by [client point of contact], and communicate the root cause, suggested resolution, and estimated level of effort for an NDE developer to complete the resolution.
B. Double Line will deliver to three (3) NDE developers training, knowledge transfer, and guidance as they resolve issues in or make enhancements to the ADVISER Dashboards.
C. As directed by [point of contact], Double Line will resolve issues in or make enhancements to the ADVISER Dashboards.
D. Double Line will provide a report to [client point of contact] on Monday of each week of the term of this contract or until total hours are exhausted, summarizing the hours spent in each of the above three scope categories.

2. Dates or Time Periods for Performance

Click here to enter text.

3. Contractor's Primary ESUCC Contact

Scott Isaacson, Technology Director

4. Fees

☐ Fixed fee: $

☐ Per diem: $ /day

☒ Hourly: $ 160/hour, up to 120 hours, not to exceed $19,200

5. Expense Reimbursement

The following out of pocket expenses will be reimbursed to Contractor:

☐ Mileage Reimbursement for Contractor's personal vehicle use at the current IRS established rate, traveling by the most direct route, or actual cost of compact rental car.
☐ Airfare, if applicable (receipts are required).

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☐ Parking (receipts are required in a garage or lot).
☐ Lodging may be direct billed to ESUCC with prior approval of the Executive Director of ESUCC or designee. The Contractor may be reimbursed for the actual cost of personally arranged lodging and tax. (Detailed receipts are required).
☐ Meals under the following circumstances:
- ☐ No alcoholic beverage is allowed.
- ☐ The IRS will determine the daily rate for meal reimbursement code set for each city. Per IRS Publication 463, you are not allowed the entire M&IE Rate on the date of departure and the day you return from a business trip. You may claim 3/4 of the M&IE rate. If the IRS lists no city, the daily rate for meal reimbursement defaults to the approved rate for the city of Omaha, subject to changes per IRS Publication 1542.
- ☐ Detailed receipts for meals must be submitted.

CANCELLATION OF CONTRACT: (Check all that apply. Items that do not apply must be marked N/A)

a. ✓ Cancellation of this contract must be submitted via email or US Mail to the ESUCC contact

b. ✓ Prepaid expenses by the contractor, such as airfare, will not be reimbursed by ESUCC when cancellation of the contract is at the contractor's request.

c. ✓ Cancellation due to acts of nature, contractor illness or personal circumstance result in no payment of fees to the contractor or reimbursement of incurred expenses by the contractor.

d. ✓ In the event of cancellation, both parties will work to re-schedule the work outlined in the contract at a mutually acceptable date. An addendum to this contract will be required to change the service date of the contract work.

e. ✓ Cancellation for other than acts of nature, such as weather or illness requires 48 hour notice to ESUCC contact.

f. ✓ It is up to the sole discretion of ESUCC to cancel a training contract due to the lack of participation in a timely manner prior to training.

6. Payment

Client will pay the Contractor as full compensation for the completion of Work. Payment will be due on the date for each client event and will be invoiced one month prior.

02/07/2018
For Contractor

2-9-18
For ESUCC

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Doc ID: fd012fc2af4ead21c6ef973eae8ab4cbe43ff162

VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES:

The contractor is required and hereby agrees by the contractor's signature on this contract that, as a pre-condition for performance under this contract and for payment for the contract services, contractor will use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the contractor is an individual or sole proprietorship, the following applies:
The contractor, by the contractor's dated signature below, attests that for the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, he/she: **(CHECK ONE) If contractor is not an individual or sole proprietorship, skip to*.**

_____ Is a citizen of the United States.

OR

_____ * Is a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

* If the contractor indicates above that he or she is a qualified alien, the Contractor agrees to provide to NDE the US Citizenship and Immigration Services documentation required to verify the Contractors lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this contract to be effective and no work under this contract is to begin, nor will ESUCC issue the contractor any payment until the form is completed and provided to ESUCC.

*As a pre-condition of performance and payment under this contract, the Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4 – 108.

This agreement is valid only when signed and dated by both parties.

Company:

Signature: _____
(Authorized Representative)

Printed Name: Steve Sanderson

Title: CEO

ESU CC:

Signature: _____
(Authorized Representative)

Printed Name: David Ludwig

Title: Executive Director of ESUCC

Doc ID: fd012fc2af4ead21c6ef973eae8ab4cbe43ff162

Date: 02/07/2018 Date: 2-9-18

Doc ID: fd012fc2af4ead21c6ef973eae8ab4cbe43ff162

HELLOSIGN

Audit Trail

TITLE	Please Sign // ESUCC ADVISER Contract
FILE NAME	DoubleLine ADVISE...nt-2018-01-29.pdf
DOCUMENT ID	fd012fc2af4ead21c6ef973eae8ab4cbe43ff162
STATUS	Completed

Document History

SENT	**02/07/2018** 19:49:59 UTC	Sent for signature to Steve Sanderson (steves@doublelinepartners.com) from gillian@doublelinepartners.com IP: 52.36.144.136
VIEWED	**02/07/2018** 20:59:36 UTC	Viewed by Steve Sanderson (steves@doublelinepartners.com) IP: 172.87.133.182
SIGNED	**02/07/2018** 21:00:30 UTC	Signed by Steve Sanderson (steves@doublelinepartners.com) IP: 172.87.133.182
COMPLETED	**02/07/2018** 21:00:30 UTC	The document has been completed.

DATE 1/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION Servers	COD TYPE (SEE ABOVE)	DATE PROCESSED
NEBRASKA esu Coordinating Council 0124	DND	1-26-18
NEBRASKA esu Coordinating Council 0116		
NEBRASKA esu Coordinating Council 0164		
NEBRASKA esu Coordinating Council 0166		
NEBRASKA esu Coordinating Council 0117		
NEBRASKA esu Coordinating Council 0125		

OFFICE USE ONLY

Date Received 12-26-17

BY Scott Isaacson

COD NUMBER _____

Date Signed Form Received _____

SIGNATURES

Project Representative _____

(Date) _____

Witness to Disposal _____

(Date) _____

DATE 1-26-18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

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DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
Tripp Lite	DND	1-26-18

NEBRASKA esu Coordinating Council 0120

NEBRASKA esu Coordinating Council 0121

OFFICE USE ONLY

Date Received 12-26-18

BY Scott Isaacson

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

DATE ~~12/22/18~~

1/22/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

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DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
NEBRASKA esu Coordinating Council 0129	DND	1-26-18
F5		
NEBRASKA esu Coordinating Council 0130		

OFFICE USE ONLY

Date Received 12-26-17

BY Scott Isaacson

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

DATE 1/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
NEBRASKA esu Coordinating Council 0131	DNR	1-26-18
KVM		
NEBRASKA esu Coordinating Council 0133		
NEBRASKA esu Coordinating Council 0134		
- monitor		

OFFICE USE ONLY

Date Received 12-26-17

BY Scott Isaacson

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

DATE 2/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER: 0142

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
DEC	ESU3	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
Gordon - macbook pro 17"	DND	Mar 7 - Committee Review Apr 3 - Committee approve Apr 4 - Board approve

OFFICE USE ONLY

Date Received 2-26-18

BY Deb Hericks

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative Scott Isaacson

(Date) 2-26-18

Witness to Disposal

(Date)

DATE 2/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
DEC	ESU 7	Beth Kabes	bkabes@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
0251 - Guernsey	DND	
* 0250 - Everitt		
0248 - Edger		
0328 - Herr		

Google Glasses

OFFICE USE ONLY

Date Received 2-26-18

BY Deb Henicks

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

ESUCC - CSN C6 Rack

Rack U	Front	Back
42		
41		
40		
39		
38		
37		
36		
35		
34		
33		
32		
31		
30		
29		
28		
27		
26	NexentaStor/SuperMicro SAN (0356)	
25		
24		D-Link 5 - DGS-1500-52 (0201)
23	Arista 7150s24 - ESUCC-Switch-NH-01 (0339)	
22		D-Link 6 - DGS-1500-52 (0202)
21	DOLProd1 - Dell PowerEdge R710, Service Tag: 48ZBSS1 (DOL)	
20		
19	SQL-Alpha - Silicon Mechanics iServ R348, ST: SM81450 (0205)	
18		
17	App8 - Lenovo RD650 (0343)	
16		
15	App7 - Lenovo RD650 (0342)	
14		
13	App6 - Lenovo RD650 (0341)	
12		
11	App5 - Lenovo RD650 (0344)	
10		
9	App4 - HP DL380 G7 (NDE)	
8		
7	App3 - HP DL380 G7 (NDE)	
6		
5		
4	App2 - Dell PowerEdge R710 (DOL)	
3		
2	CommVault Lincoln - Dell PowerEdge R730xd (0363)	
1		

2 Tripp Lite Power Distribution Strips - (0337 & 0338)

Technology Committee Update

Scott Isaacson

March 7, 2018

Work Priorities

1. AAP & SRS Code Upgrades
2. Complete single sign-on (SSO) software and app launch portal software updates
3. Integrate additional applications with the SSO framework
4. Develop future hosting recommendations
5. Invent future data ecosystem features

DE^{2}TAILS Project Plan

A link to the live project plan is available here:
https://app.smartsheet.com/b/publish?EQBCT=0b7ad9d3aaa1499b8cbf9009b62ad07c

Technology Infrastructure

Data Privacy and Security Policies

Dave and Scott met with the legal team in February to discuss ownership of the data being hosted (NDE, district). A meeting will be scheduled with the NDE legal team to agree on questions of ownership. The goal is to develop aligned policies through districts, ESUs, ESUCC and NDE.

The Future Ready Council Data and Privacy team has developed near-term goals of assessing needs and gaps in data privacy and security and then developing resources and supports to address those. These may take the form of template policies, best practice documents and professional development opportunities to address areas of focus.

Hosting Infrastructure

The NOC hosting and sustainability work group is evaluating options for future hosting needs. Options for hosting include an in-state approach cooperating among ESUs or commercial providers. Evaluation of Amazon Web services hosting is beginning. Microsoft Azure and in-state options will follow.

Single Sign-On (SSO) and App Launch Portal

As of January 3rd, 236 districts and ESUs are listed in the production single sign-on framework. The Innovation grant includes work to enhance the portal and single sign-on experience. Updated portal software is in development and will be rolled out during the summer of 2018.

SRS and AAP

The SRS software has completed the ADVISER certification process with NDE. Winnebago has begun publishing production data and 3 other districts will be next. A new feature was introduced which allows a user of SRS to enter the state ID of a new student and automatically populate student and parent data from the ADVISER data store. This raises the quality of data and reduces workload because data need only be entered once in the SIS and can be used in SRS without re-entering it. When the pilot districts are in operation with ADVISER, the remaining districts will be scheduled. This spring, focus is on modernizing software further to incorporate and accomplish the 5-year plan being developed by the SRS advisory committee.

ADVISER

As of March 1st, fewer than 10 districts remain not publishing 2017-2018 data into the ADVISER data store. Some of these are with a vendor who does not plan to become certified and are in transition to one of the certified vendors.

DoubleLine Partners was contracted last month to address problems in the ADVISER dashboard application software:

- Difficulty accessing the dashboard application due to data or SSO problems
- Detailed data not displaying correctly
- Access to multiple districts' data for ESU users

This work is in progress and includes both DoubleLine and NDE developers. Fixes for accessing multiple districts and some corrected detailed data displays were put into production earlier this week (3/6/2018). The current work to bring the dashboard's current features operational is on track to be completed before the data conference in April. An advisory group was formed to help set priorities for dashboard fixes and enhancements and to collect or develop training materials. Key leaders of this group are Craig Hicks, Tina Sauser and Matt Hastings.

Council for a Future Ready Nebraska

The full council met in Lexington on January 31st. From the prior work and outcomes of the January meeting, goals have been set for each of the 7 areas (listed below) and a draft statewide digital learning plan is being drafted.

From the vision document: "The Future Ready Nebraska Council provides intellectual and practical insights toward the development of Nebraska's Digital Learning comprehensive plan for PK-12. This digital learning plan will build a coherent long-term strategy that sets directions and priorities, supports innovation, and provides resources to enable Nebraska educators and students to benefit fully from digital-age teaching and learning."

The Future Ready framework is helpful in discussing technology planning and useful for the council to discuss priorities in 7 areas:

- Curriculum, Instruction, and Assessment
- Use of Space and Time
- Robust Infrastructure

- Data and Privacy
- Community Partnerships
- Personalized Professional Learning
- Budget and Resources

Learning Management Systems

Work is in progress to evaluate a potential statewide solutions for LMS. While continuing the current marketplace approach to LMS, evaluation of an innovative solution in New Mexico is in progress.

Learn360

- Responses: 14 – Yes to renew 2018-19; 1 – Maybe
  - ESU 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19
  - Term September 1, 2018 July 31, 2019
    - ESUs will be billed in May for the months of July & August 2018 to start new subscription term as per MSA 2017-18 amounts
  - Renewal cost $120,100 for 282,604 students (PrK-12) – Extra cost for over 280,000 students

Survey Results and Comments

ESU	Renew Learn360 - 2018-19 Sept 1, 2018 Aug. 31, 2019	The results of this survey will be discussed at the ESUCC Committee meeting on March 7. Please add comments, questions or suggestions for discussion.
1	Yes	This service has great instructional resources for a reasonable price per student. It provides a way to manage and deliver Nebraska licensed content and meets the state statute need to for statewide instructional materials.
3	Yes	ESU #3 plans to use Learn360 for 2018-19, but our districts may want us to opt out for 2019-20.
4	Yes	none
5	Yes	We have a small number of staff utilizing this service, but the ones that have explored it and use it really like it.
7	Yes	This is used by a good number of ESU 7 teachers. I don't want this to go away without some type of replacement.
8	Yes	We have to provide our schools with a streaming video content especially if we are going to a blended and online learning model.
9	Yes	none
10	Yes	none
11	Yes	Is the 50/50 formula still a good fit for this, or should the $0.425/student cost be passed straight through?
13	Yes	Learn 360 supplies our schools with quality digital content
15	Yes	Would like a way to promote its usage. I seem to be busy with other items and Learn360 usually takes a back seat with newer and "flashier" items.
16	Yes	Portal inclusion will hopefully boost numbers.
17	Yes	none
18	Yes	We continue to get solid usage from Learn360 in our curriculum content areas.
19	Maybe	There is concern regarding a single-sign on experience as well as the dates of the video collections. We would like to see videos that are more current.

Created Date:	02/08/2018
Expiration Date:	03/10/2018
Sales Order #:	S-07816

Sales Order

Organization Name:	Nebraska Educational Service Unit Coordinating Council
Organization Contact:	David Ludwig
Bill To:	6949 South 110th Street LaVista, Nebraska 68128 United States (402) 597-4915
Prepared By:	Brian Damman

This Sales Order (the “Sales Order”) is effective as of the Effective Date listed below between Nebraska Educational Service Unit Coordinating Council, with offices at 6949 South 110th Street, LaVista, NE 68128 (“Customer”) and BrightBytes, Inc., a Delaware corporation with offices at 717 Market Street Suite 300, San Francisco, CA 94103 (“BrightBytes”) and by signing this Sales Order below, Customer represents and agrees that it has read, understood, and agreed to all of the terms set forth in the BrightBytes Terms of Service, made available at http://www.brightbytes.net/privacy-policy-1/ and the BrightBytes Privacy Policy, made available at http://www.brightbytes.net/privacy-policy/, which collectively with this Sales Order form the entire agreement between BrightBytes and Customer (the “Agreement”).

The following are the applications and services that will be provided on the Clarity platform.

Your term is for 12 months; the service start date (“Effective Date”) will be February 06, 2018 unless otherwise communicated.

Item	Price
21st Century ESA	$18,742.50
Total:	$18,742.50

Created Date: 02/08/2018
Expiration Date: 03/10/2018
Sales Order #: S-07816

BrightBytes Payment Account Information	If Customer desires to pay by check:	If Customer desires to pay via ACH or wire:
	BrightBytes Inc. Attn: Business Office 717 Market Street, Suite 300 San Francisco, CA 94103 Email: billing@brightbytes.net	Please contact our business office at billing@brightbytes.net.

Authorized By (sign) (Print Name) (Title) **Date** **Purchase Order Number**

Please remit signed proposal and purchase order by email to billing@brightbytes.net or by fax (877) 208-5067.

This Sales Order is signed by duly authorized representatives of the parties and the Agreement is effective as of the Effective Date.

Timestamp	Your ESU	Are you in favor of renewi	Are you in favor of continu
1/29/2018 11:10:12	9	Yes	Yes
1/29/2018 11:11:09	6	Yes	Yes
1/29/2018 11:15:39	1	Yes	No
1/29/2018 11:19:04	7	No	Yes
1/29/2018 11:36:26	11	No	Yes
1/29/2018 11:39:27	8	Yes	No
1/29/2018 14:00:43	4	Yes	Yes
1/29/2018 15:40:37	5	No	Yes
1/30/2018 6:53:19	17	Yes	Yes
1/30/2018 12:19:55	15		Yes
1/31/2018 8:04:49	3	Yes	Yes

Are you in favor of Google	How many people would y	Are you in favor of Office :	How many people would y
Yes	3	Yes	2
Yes	1	No	0
Yes	3	Yes	3
Yes	more than 3	Yes	more than 3
Yes	2	No	
Yes	3	Yes	3
Yes	2	No	0
Yes	3	No	0
Yes	1	Yes	1
Yes	2	Yes	1
Yes	1	Yes	1

our ESU bring to Office 365 training (no charge qty depends on training cost)?

ESU Funded Expenses

NOC Business Meetings	
O'Reilly Safari Books Online	$6,000
Tech Coordinator attendance Google Admin Bootcamp Office365 Admin Bootcamp	
NOC Network Security/Admin	$21,000

Self-Supporting Expenses	Per-Attendee Expenses
	$1,550
$20,000	

Food/Meetings

Up to $3000 per individual

ESU Coordinating Council
Technology Committee Meeting
March 7, 2018 at 10:00 AM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 9:59 AM.

Heimann ESU 01:	Absent
DeTurk ESU 02:	Present
Robke ESU 04:	Present
Shoemake ESU 06:	Absent
Lofquist ESU 09:	Present
Bell ESU 10:	Absent
Wickham ESU 19:	Present

Attendance Update Taken at 10:04 AM.

Bell ESU 10: Present

Attendance Update Taken at 10:34 AM.

Heimann ESU 01: Present

1. Call to Order
Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site**.**

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 10:00 a.m.

2. Roll call

3. Agenda Item

3.1. DE2TAILS - Innovation Grant

3.1.1. Tech Plan

3.1.1.1. ADVISER Update
Scott will give an update on ADVISER.

Scott gave an update on ADVISER. He noted that changes, updates and other enhancements have been rolled into production. Everything is on track to have the Dashboard fully operational and functional by the Data Conference. Karen (KSB) gave an explanation on policy and ownership of the data.

3.1.1.1.1. Doubline Partner Update

3.1.1.2. Single Sign On
Technology director will give an update on Single Sign On.

Technology director gave an update on Single Sign On.

3.1.1.3. Sustainability
Technology director will give an update on sustainability.

Technology director gave an update on sustainability.

3.1.2. SRS/AAP Technology update
Technology Director will give an update on SRS/AAP.

Technology Director will give an update on SRS/AAP and Mindshine's prgress. Executive Director gave an update on discussions with the Illinicloud. It was noted that paperwork has not yet been filed regarding ownership of the code, the committee discussed filing the paperwork for

Copyrite.

3.1.3. BlendEd
Technology Director will give an update on BlendEd.

Executive Director gave an update on BlendEd.

3.1.4. NROC/EdReady
Technology Director will give an update on NROC/EdReady.

Executive Director gave an update on NROC/EdReady.

3.1.5. SIMPL
Technology director will give an update on SIMPL.

Polk (ESU 7) gave an update on SIMPL. They are currently working to identify best practices.

3.2. Inventory - Hardware Disposal
Inventory that was removed from UNL Location. Approval of disposal will be at April meetings.
Scott gave a brief explanation of inventory in need of disposal,including inventory that was removed from UNL Location. Approval of disposal will be at April meetings.

Motion made to dispose of inventory as listed. Passed with a motion by Bell ESU 10 and a second by Robke ESU 04.

DeTurk ESU 02:	Yea
Robke ESU 04:	Yea
Lofquist ESU 09:	Yea
Bell ESU 10:	Yea
Wickham ESU 19:	Yea

Yea: 5, Nay: 0

Motion to approve Learn 360 Passed with a motion by Lofquist ESU 09 and a second by Robke ESU 04.

DeTurk ESU 02:	Abstain (With Conflict)
Heimann ESU 01:	Yea
Robke ESU 04:	Yea
Lofquist ESU 09:	Yea
Bell ESU 10:	Yea

Wickham ESU 19: Yea
Yea: 5, Nay: 0, Abstain (With Conflict): 1

3.3. MSA 2018-2019

3.3.1. Approve BlendEd Special Projects
Instructional Materials: Special Projects. Special projects will support and maintain the platform and/or the library of learning objects in a state-endorsed LOR, cover costs associated with the review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, and fund additional learning objects or BlendEd projects. Working in conjunction with ESU staff (PDO Staff), this project will identify those needs to further enhance education for all learners. It is recommended that all ESUs participating in the Learning Object Repository elect to participate in Special Projects. The fee for Special Projects is $4,500. Fees will not exceed this amount and will be based on actual costs incurred.
The following is a cost summary of the project:
Special Projects $4,500 *no increase*

Motion made to approve Blended Special projects. Passed with a motion by DeTurk ESU 02 and a second by Bell ESU 10.

DeTurk ESU 02: Yea
Robke ESU 04: Yea
Lofquist ESU 09: Yea
Bell ESU 10: Yea
Wickham ESU 19: Yea
Yea: 5, Nay: 0

3.3.2. Approve BlendEd Learning Objects
Instructional Materials: Learning Object Acquisitions. This project will identify learning objects that will enhance education for all learners in Nebraska schools. ESUCC staff will work in conjunction with relevant staff members from participating ESUs, to identify, acquire and integrate learning objects that will be hosted on the LOR for statewide use. This fund could also be used to offset expenses related to curating, obtaining and integrating these learning objects into the statewide LOR or gaining access to an Open Education Resource (OER) platform. Fees for Learning Object Acquisitions is $5,000. Fees will not exceed this amount and will be based on actual costs incurred.
The following is a cost summary of the project:
Learning Object Acquisitions $ 5,000 *no increase*

Recommend approval of Learning Object Acquisition up to $5,000. These funds are not used unless vetted through affiliate to the Tech committee for approval Passed with a motion by Bell ESU 10 and a second by Wickham ESU 19.

DeTurk ESU 02:	Yea
Robke ESU 04:	Yea
Lofquist ESU 09:	Yea
Bell ESU 10:	Yea
Wickham ESU 19:	Yea

Yea: 5, Nay: 0

3.3.3. Approve Learn 360

Rhonda gave an overview.

3.3.4. Approve NOC MSA Requisitions for 2018-2019

We will record this in the February meeting minutes, but the ESUCC will approve the budget next week.

11 ESUs (1, 3-9, 11-15, 17) responded.

Safari Books online was reapproved by a 7-3 vote (1 abstained)

Training budget was approved 9-2. While it won't affect this year, Jordan and I would like to hear comments at our next meeting from those who favor changes so that we may consider them in future years.

The Google Bootcamp passed 11-0 with a probable attendance exceeding 25 ESU employees. AmplifiedIT caps around 30, so if we will include schools that is at least 2 bootcamp sessions, and maybe more.

Office365 training passed 7-4. Probable attendance is around 15 ESU employees.

Given that 6 ESUs did not vote, I anticipate attendance in both specific trainings could go up a fair amount. In all cases, the vote was to include these items in the budget; further discussion and approval is required to take action on the budgeted items.

Gary Needham

Budget Requests are attached

Motion to Approve NOC MSA Requisitions for 2018-2019 Passed with a motion by DeTurk ESU 02 and a second by Robke ESU 04.

Heimann ESU 01:	Yea
DeTurk ESU 02:	Yea
Robke ESU 04:	Yea
Lofquist ESU 09:	Yea
Bell ESU 10:	Yea
Wickham ESU 19:	Yea

Yea: 6, Nay: 0

3.3.5. Approve TLT MSA Budget Requests 2018-2019
TLT Training $9,000
TLT Marshall Memo $750
TLT Digital Citizenship $1000

TLT Training $9,000
TLT Marshall Memo $750
TLT Digital Citizenship $1000

Recommend approve of TLT Budget Requests for 2018-2019 Passed with a motion by Heimann ESU 01 and a second by Wickham ESU 19.

Bell ESU 10:	Nay
Heimann ESU 01:	Yea
DeTurk ESU 02:	Yea
Robke ESU 04:	Yea
Lofquist ESU 09:	Yea
Wickham ESU 19:	Yea

Yea: 5, Nay: 1

3.4. Approve Brightbytes - 21st Century ESA

Executive Director gave an overview, it was noted that several ESUs no longer use this service. ESUs are asked to evaluate to determine if this is something that is needed. Approval will be requested at the April meetings.

3.5. Staff Reports

3.5.1. Scott Isaacson

3.5.2. Beth Kabes

3.5.3. Rhonda Eis

4. Next Meeting Agenda Items

5. Executive Session

The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, 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; and (e) legal advice.

Explanation

At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.

PROPOSAL:

That the Board hold a closed session:

1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. Adjournment

Meeting adjourned at 10:50 a.m.

Technology Committee Meeting
Wednesday, March 7, 2018 10:00 AM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Committee Chair

2. Roll call
Committee Chair

3. Agenda Item
Committee Chair

3.1. DE2TAILS - Innovation Grant
David Ludwig/Scott Isaacson

3.1.1. Tech Plan
Scott Isaacson

3.1.1.1. ADVISER Update
Scott Isaacson

3.1.1.1.1. Doubline Partner Update
Scott Isaacson

3.1.1.2. Single Sign On
Scott Isaacson

3.1.1.3. Sustainability
Scott Isaacson

3.1.2. SRS/AAP Technology update
Scott Isaacson

3.1.3. BlendEd
Scott Isaacson

3.1.4. NROC/EdReady
Scott Isaacson

3.1.5. SIMPL
Scott Isaacson

3.2. Inventory - Hardware Disposal
Technology Director

3.3. MSA 2018-2019
Executive Director Ludwig

3.3.1. Approve BlendEd Special Projects
Executive Director Ludwig

3.3.2. Approve BlendEd Learning Objects
Executive Director Ludwig

3.3.3. Approve Learn 360
Committee Chair

3.3.4. Approve NOC MSA Requisitions for 2018-2019
Committee Chair

3.3.5. Approve TLT MSA Budget Requests 2018-2019
Committee Chair

3.4. Approve Brightbytes - 21st Century ESA
Executive Director Ludwig

3.5. Staff Reports
Committee Chair

3.5.1. Scott Isaacson
Scott Isaacson

3.5.2. Beth Kabes
Beth Kabes

3.5.3. Rhonda Eis
Rhonda Eis

4. Next Meeting Agenda Items
Committee Chair

5. Executive Session
Committee Chair

6. Adjournment
Committee Chair

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Contractor/Company: KSB School Law / ESU 10
Presenter: Karen Haase
Email:
Phone:
Address:
Point of Contact: Peg Coover, ESU 10

Workshop Title: Digital Citizenship Symposium
Date of Workshop: September 25, 2018
Projected cost of workshop (include presenter fees, materials, expenses, etc): $1000

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
The Digital Citizenship Symposium is an annual event that brings together teachers, students, administrators, parents, and other key stakeholders from across the state to teach the importance of being a good digital citizen.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

NEBRASKA

esu

Coordinating Council

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Contractor/Company: TBD
Presenter: TBD
Email:
Phone:
Address: City, State, Zip: Omaha, NE
Point of Contact: Katie Morrow & Molly Aschoff

Workshop Title: TLT Fall Training/Meeting
Date of Workshop: November 14-15, 2018
Projected cost of workshop (include presenter fees, materials, expenses, etc): $4000

How does training align with goals and mission of ESUCC and NDE?
The theme of this proposed training will align with the needs of the Teaching & Learning with Technology group as well as statewide initiatives (both ESUCC & NDE). The TLT Leadership Team will continue to use a survey tool to poll the TLT group to determine which training will best meet this criteria. Tentatively planned is instructional coaching and best practices.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd
OER

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

NEBRASKA

esu

Coordinating Council

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Company: The Marshall Memo, LLC
Company Contact: Michael **"**Kim" Marshall
Email: kim.marshall48@gmail.com
Address: 222 Clark Road, Brookline, MA 02445

Subscription Title: The Marshall Memo
Date of Service: Annual service agreement: December 2019 - November 2020
Cost: $750 annually for 999 recipients (ESU and districts)

How does subscription align with ESUCC Goals and ESUCC/NDE priority areas?

The Marshall Memo helps to bridge a gap by providing school leaders with quick access to the best current education ideas and practices. Through a weekly email newsletter the author summaries articles on current research and best practices in the field with e-links to full articles when available and highlights a few notable quotes.The Marshall Memo empowers education leaders with information that can improve student learning.

The subscription provides continued communication of best practices in education that increase knowledge of ESU and district members to enhance the implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:

Contract sent:	Date Received:
W-9/W4NA:	Date Received:

PDO Training Form

Contact Person/Affiliate Chair: Patty Finney, Chris Good
Affiliate: Teaching & Learning with Technology (TLT)
Email: pfinney@esu17.org, cgood@esu1.org
Phone: 402-387-2520 (ESU 17) or 402-287-2061 (ESU 1)

Contractor/Company: Metro Community College-Center of Advanced and Emerging Technology
Presenter: TBD
Email:
Phone:
Address: City, State, Zip: Omaha, NE
Point of Contact: Molly Aschoff & Jeff Ingraham

Workshop Title: MakerSpaces and TLT Meeting
Date of Workshop: February 6-7, 2019
Projected cost of workshop (include presenter fees, materials, expenses, etc): $5000

How does training align with goals and mission of ESUCC and NDE?
The theme of this proposed training will align with the needs of the Teaching & Learning with Technology group as well as statewide initiatives (both ESUCC & NDE). The TLT Leadership Team will continue to use a survey tool to poll the TLT group to determine which training will best meet this criteria.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd
OER

Office Use:
Contract sent: Date Received:

W-9/W4NA: Date Received:

Timestamp	Your ESU	Are you in favor of renewi	Are you in favor of continu
1/29/2018 11:10:12	9	Yes	Yes
1/29/2018 11:11:09	6	Yes	Yes
1/29/2018 11:15:39	1	Yes	No
1/29/2018 11:19:04	7	No	Yes
1/29/2018 11:36:26	11	No	Yes
1/29/2018 11:39:27	8	Yes	No
1/29/2018 14:00:43	4	Yes	Yes
1/29/2018 15:40:37	5	No	Yes
1/30/2018 6:53:19	17	Yes	Yes
1/30/2018 12:19:55	15		Yes
1/31/2018 8:04:49	3	Yes	Yes

Are you in favor of Google	How many people would y	Are you in favor of Office :	How many people would y
Yes	3	Yes	2
Yes	1	No	0
Yes	3	Yes	3
Yes	more than 3	Yes	more than 3
Yes	2	No	
Yes	3	Yes	3
Yes	2	No	0
Yes	3	No	0
Yes	1	Yes	1
Yes	2	Yes	1
Yes	1	Yes	1

our ESU bring to Office 365 training (no charge qty depends on training cost)?

ESU Funded Expenses

NOC Business Meetings	
O'Reilly Safari Books Online	$6,000
Tech Coordinator attendance Google Admin Bootcamp Office365 Admin Bootcamp	
NOC Network Security/Admin	$21,000

Self-Supporting Expenses	Per-Attendee Expenses
	$1,550
$20,000	

Food/Meetings

Up to $3000 per individual

DATE 1/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION Servers	COD TYPE (SEE ABOVE)	DATE PROCESSED
NEBRASKA esu Coordinating Council 0124	DND	1-26-18
NEBRASKA esu Coordinating Council 0116		
NEBRASKA esu Coordinating Council 0164		
NEBRASKA esu Coordinating Council 0166		
NEBRASKA esu Coordinating Council 0117		
NEBRASKA esu Coordinating Council 0125		

OFFICE USE ONLY

Date Received 12-26-17

BY Scott Isaacson

COD NUMBER _____

Date Signed Form Received _____

SIGNATURES

Project Representative _____

(Date) _____

Witness to Disposal _____

(Date) _____

DATE 1-26-18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
Tripp Lite	DND	1-26-18

NEBRASKA esu Coordinating Council 0120

NEBRASKA esu Coordinating Council 0121

OFFICE USE ONLY

Date Received 12-26-18

BY Scott Isaacson

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

DATE ~~12/22/18~~

1/22/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
NEBRASKA esu Coordinating Council 0129	DND	1-26-18
F5		
NEBRASKA esu Coordinating Council 0130		

OFFICE USE ONLY

Date Received 12-26-17

BY Scott Isaacson

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

DATE 1/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
	UNL	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
NEBRASKA esu Coordinating Council 0131	DNR	1-26-18
KVM		
NEBRASKA esu Coordinating Council 0133		
NEBRASKA esu Coordinating Council 0134		
- monitor		

OFFICE USE ONLY

Date Received 12-26-17

BY Scott Isaacson

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

DATE 2/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER: 0142

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
DEC	ESU3	Scott Isaacson	sisaacson@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
Gordon - macbook pro 17"	DND	Mar 7 - Committee Review Apr 3 - Committee approve Apr 4 - Board approve

OFFICE USE ONLY

Date Received 2-26-18

BY Deb Hericks

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative Scott Isaacson

(Date) 2-26-18

Witness to Disposal

(Date)

DATE 2/26/18

ESU COORDINATING COUNCIL
CERTIFICATE OF DESTRUCTION / RECYCLE REQUEST
SURPLUS PROPERTY NOTIFICATION FORM

ASSET NUMBER

PROJECT	LOCATION	CONTACT PERSON	PHONE NUMBER / EMAIL
DEC	ESU 7	Beth Kabes	bkabes@esucc.org

COD TYPES

DND -- DESTROY AND DISPOSE HAZ - HAZARDOUS MATERIAL
PRT--CANNIBALIZE FOR PARTS DNR --DESTROY & RECYCLE
(ENTER A THREE LETTER CODE IN COD TYPE FOR EACH ITEM LISTED)

ESUCC Projects are NOT authorized to proceed with destruction or recycling of items until approved by the ESU Coordinating Council. After the items have been disposed, the form is to be completed with the signatures of agency employees who performed and witnessed the disposal. Return the completed form to Executive Assistant for record.

DESCRIPTION	COD TYPE (SEE ABOVE)	DATE PROCESSED
0251 - Guernsey	DND	
* 0250 - Everitt		
0248 - Edger		
0328 - Herr		

Google Glasses

OFFICE USE ONLY

Date Received 2-26-18

BY Deb Henicks

COD NUMBER

Date Signed Form Received

SIGNATURES

Project Representative

(Date)

Witness to Disposal

(Date)

ESUCC - CSN C6 Rack

Rack U	Front	Back
42		
41		
40		
39		
38		
37		
36		
35		
34		
33		
32		
31		
30		
29		
28		
27		
26	NexentaStor/SuperMicro SAN (0356)	
25		
24		D-Link 5 - DGS-1500-52 (0201)
23	Arista 7150s24 - ESUCC-Switch-NH-01 (0339)	
22		D-Link 6 - DGS-1500-52 (0202)
21	DOLProd1 - Dell PowerEdge R710, Service Tag: 48ZBSS1 (DOL)	
20		
19	SQL-Alpha - Silicon Mechanics iServ R348, ST: SM81450 (0205)	
18		
17	App8 - Lenovo RD650 (0343)	
16		
15	App7 - Lenovo RD650 (0342)	
14		
13	App6 - Lenovo RD650 (0341)	
12		
11	App5 - Lenovo RD650 (0344)	
10		
9	App4 - HP DL380 G7 (NDE)	
8		
7	App3 - HP DL380 G7 (NDE)	
6		
5		
4	App2 - Dell PowerEdge R710 (DOL)	
3		
2	CommVault Lincoln - Dell PowerEdge R730xd (0363)	
1		

2 Tripp Lite Power Distribution Strips - (0337 & 0338)

NEBRASKA esu Cooperative Purchasing

2015-2018
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 249 school districts and more than 300,000 students.

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on **March 1, 2015** ("Effective Date") and shall continue until 12:00 midnight (CST) on **June 30, 2018,** 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 Brown County, Nebraska.

6. **Termination.**

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;
(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
(6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. **Indemnification.**

A. World Book, Inc. agrees to indemnify, defend and save harmless [subscriber], its officers, agents and employees, from all claims and losses whatsoever, including

attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm, or corporation for damages, injury, or death directly arising out of, or connected with World Book's performance of this Agreement.

[Subscriber] agrees to indemnify, defend and save harmless World Book, Inc., its officers, agents, and employees from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with [Subscriber's] performance of this Agreement.

B. 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.

C. 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.

D. 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 by law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement. The Contractor considers all detailed pricing included in Appendix A as proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose. The Cooperative shall forward any public record request it receives for Appendix A to the Contractor to allow the Contractor to seek protection of the documents from a court of competent jurisdiction.

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: _____.

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: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: World Book Inc.
Attn: Dale Weber
233 North Michigan Ave, Suite 200
Chicago, Illinois 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 my from time to time be provided by written instrument signed by both parties.

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

31. **Attachments.** Attachments to this Agreement include the following:

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

COOPERATIVE		**CONTRACTOR**	
By:	David Ludwig	By:	Jim O'Rourke
Name:	[illegible]	Name:	Jim O'Rourke
Title:	ESUCC Executive Director	Title:	President
Date:	2-9-15	Date:	2/9/15

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

WORLD BOOK

World Book, Inc.
Sean Lockwood
Vice President, Sales

Dale,
We are excited and pleased to continue our relationship with the Nebraska Educational Service Units. Per their request, I am sending you pricing for their members. The prices below continue to offer Nebraska schools with amazing discounts of the retail price for each and every program.

Special Nebraska ESU package – a la carte pricing:

WB Power Pack	WB eBooks	Science Power	Soc. Studies Power
$0.59/student	$0.10/student	$0.18/student	$0.18/student

Special combo pricing for Nebraska ESU's:

Sci/Social Studies Combo	WB Read and Research Combo	WB Nebraska Power School
$0.30/student	$0.65/student	$0.89/student
• Science Power • Social Studies Power	• WB Power Pack • WB eBooks	**BEST VALUE!!!** • Power Pack • eBooks • Science Power • Social Studies Power

Sean Lockwood

233 N. Michigan Avenue
Suite 2000
Chicago, Illinois 60601

Phone: 312.729.6800
Email: Sean.Lockwood@WorldBook.com
Website: www.worldbook.com

EXHIBIT "B"

1. **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.

2. **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.

3. **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.

NEBRASKA esu Cooperative Purchasing

2015-2018
SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, upon the terms and conditions and 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. All prepaid subscription fees paid by the Cooperative or Members to Contractor in accordance with this Agreement are non-refundable.

3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total subscription fees, excluding annual support and maintenance, paid by the Cooperative, ESUs, and Members in accordance with this Agreement. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all applicable transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on _____, 2015 ("Effective Date") and shall continue until 12:00 midnight (CST) on _____, 2018, 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 Brown County, Nebraska.

6. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;
(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
(6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession.

H. Any provision of this Agreement which by its nature is intended by the parties to survive termination of this Agreement shall survive such termination for any reason or expiration of this Agreement, including without limitation Sections 2, 3, 5, 6.G, 6.H, 7, 13, 17, 18.B, 19-26 and 29-34.

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 "Cooperative Indemnities"), against any and all third party claims of injuries, death, damage to property, liabilities, judgments, costs and expenses ("Claims") which may otherwise accrue against Contractor Indemnities to the extent such Claim results from (i) Contractor's material breach of this Agreement or (ii) the gross negligence, willful misconduct or fraud of Contractor in connection with its performance under this Agreement. .

B. The Cooperative hereby waives and 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 the Cooperative's or any ESU's or Member's (i) material breach of this Agreement or (ii) use of the Schoology System.

C. The indemnifying party, as applicable ("Indemnitor"), shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom or incurred in connection therewith.

D. If any judgment shall be rendered against the Indemnities in any such third party Claim, the Indemnitor shall, at his or her own expense, satisfy and discharge the same in accordance with this Section 7.

E. Any performance bond or insurance protection required by this contract, or otherwise provided by the Indemnitor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

F. 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: _____.

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: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: _____
_____
_____

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

18. **Warranties and Specifications; Disclaimer.**

A. Contractor warrants to the Cooperative that: (i) Contractor will comply with all applicable laws, rules and regulations, and (b) the learning management system provided by the Contractor (the "Schoology System") will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Contractor will use its best efforts to correct the Schoology System. If Contractor is unable to correct the error after using its best efforts, Contractor will refund the unused subscription fees paid by the Cooperative, as depreciated over the term of this Agreement on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Contractor; (y) improper or inadequate maintenance of the Cooperative's or any Member's equipment or software; or (z) inadequate Internet connectivity or bandwidth. The Cooperative or the Member is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

B. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR

USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH THE COOPERATIVE, ESU AND MEMBERS INCLUDING, BUT NOT LIMITED TO, WHEN THE COOPERATIVE'S OR ANY ESU'S OR MEMBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (I) CAUSED BY FACTORS OUTSIDE OF CONTRACTOR'S REASONABLE CONTROL; OR (II) THAT RESULTED FROM ANY ACTION OR INACTION OF THE COOPERATIVE, OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

19. Confidentiality.

A. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by the Cooperative to Contractor, 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.

B. **Cooperative Data.** Cooperative Data includes all Personally Identifiable Information and other information that is not intentionally made generally available by Cooperative on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

C. **Personally Identifiable Information.** Personally Identifiable Information means any of the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

D. **Protection of Confidential Information.** Contractor will protect the Confidential Information 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). Contractor shall not disclose or use any Confidential Information of the Cooperative 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 Cooperative, except for the purpose of performing its obligations under this Agreement or as required by law.

Contractor must use best practices to limit access to Confidential Information of Cooperative to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Contractor no less restrictive than the confidentiality terms of this Agreement. Contractor 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.

E. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Cooperative, (ii) was known to the Contractor prior to its disclosure by the Cooperative without breach of any obligation owed to the Cooperative, (iii) is received from a third party without breach of any obligation owed to Cooperative, or (iv) was independently developed by the Contractor without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Contractor may disclose Confidential Information to the extent required by law or court order, but will provide Cooperative with advance notice to seek a protective order.

F. **Security Breach**.

(i) Response. Promptly upon becoming aware of a Security Breach (an event in which Confidential Information is exposed to unauthorized disclosure, access, alteration, or use), or of circumstances that are reasonably likely to have resulted in unauthorized access to or disclosure or use of Confidential Information, Contractor will notify Cooperative, fully investigate the incident, and reasonably cooperate with Cooperative's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved or regulatory agencies, without prior written permission from Cooperative.

(ii) Liability. In addition to any other remedies available to Cooperative under law or equity, Contractor will reimburse Cooperative in full for all costs reasonably incurred by Cooperative in investigation and remediation of any Security Breach to the extent caused by Contractor or its subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, audit costs, fines, and other fees imposed against Cooperative as a result of the Security Breach.

G. **Response to Legal Orders, Demands or Requests for Confidential Information.** Except as otherwise expressly prohibited by law, Contractor will:

(i) promptly notify Cooperative of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data;
(ii) consult with Cooperative regarding its response;
(iii) cooperate with Cooperative's reasonable requests in connection with efforts by Cooperative to intervene and quash or modify the legal order, demand or request; and
(iv) upon Cooperative's reasonable request, provide Cooperative with a copy of its response.

If Cooperative receives a subpoena, warrant, or other legal order, demand (including requests pursuant to the Nebraska law or requests seeking Confidential Information maintained by Contractor), Cooperative will promptly provide a copy of the request to Contractor. Contractor will promptly supply Cooperative with copies of records or information required for Cooperative to respond, and will cooperate with Cooperative's reasonable requests in connection with its response.

20. Proprietary Rights.

Notwithstanding anything to the contrary set forth in this Agreement (including the Exhibits hereto), the Schoology System is owned and copyrighted by Contractor and offered through a subscription, not sold, to the Cooperative, ESU or Members. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Contractor, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the Cooperative, ESUs or Members. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. The Cooperative, ESUs and Members are not granted any license to use any of Contractor's trade or service marks and Contractor retains all right, title, and interest in its trade and service marks. The Cooperative agrees that Contractor may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by the Cooperative, ESUs and Members with respect to the Schoology System during the course of the Cooperative's, ESUs' and Members' use of the Schoology System. The Cooperative, ESUs and Members hereby grants and assigns to Contractor any intellectual property rights that the such party may incidentally obtain or have with respect to any such comments, suggestions or contributions.

21. Limitation of Liability. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY BE LIABLE TO ANOTHER PARTY FOR, NOR SHALL THE MEASURE OF DAMAGES INCLUDE, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OR EXPENSES OF ANY KIND WHATSOEVER, IN EACH CASE ARISING OUT OF OR RELATING TO ITS ACTS OR OMISSIONS OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, OR COMPUTER FAILURE OR MALFUNCTION, EXCEPT IN THE LIMITED SITUATIONS

EXPRESSLY PROVIDED IN THIS SECTION 21. A PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY THE COOPERATIVE, ESU OR MEMBER FOR THE SERVICES PROVIDED HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. The foregoing limitations of liability shall not apply, however, to liability of a Party arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of such Party; or (b) amounts payable to third parties as a result of such Party's indemnification obligations under this Agreement. The limitations of liability set forth in this Section 21 shall apply even if the breaching party has been advised of the possibility of such damages in connection with this Agreement.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 such failure or delay is cause by circumstances beyond the non performing party's reasonable 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 the non-performing party.

28. **Assignment.** This Agreement binds the parties and their respective successors and permitted assignees. A party 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 non-assigning party; provided, however, that a party may assign this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction of such party without the prior written consent of the non-assigning party.

29. **Subcontractors.** The Contractor will retain all responsibility for the performance of its obligations under this Agreement, regardless of whether or not the Contractor uses subcontractors to perform any such obligations. The Contractor shall be the sole point of contact with the Cooperative with regard to all matters covered by this Agreement.

30. **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.

31. **Rights and Remedies Cumulative.** Any enumeration of a party's rights and remedies set forth in this Agreement is not exhaustive. A party's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the parties' 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.

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

33. **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.

34. **Attachments.** Attachments to this Agreement include the following:

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

IN WITNESS WHEREOF, each of the Cooperative and Contractor has caused this Agreement to be executed as of the Effective Date by it duly authorized representative.

Nebraska ESUCC Cooperative Purchasing
("COOPERATIVE")

By: David M. Ludwig

Name: D.M. Ludwig

Title: ESUCC Executive Dir.

Date: May 27, 2015

Schoology, Inc.
("CONTRACTOR")

By: _____

Name: Amar Shrivastava

Title: VP of Finance and Admin

Date: _____

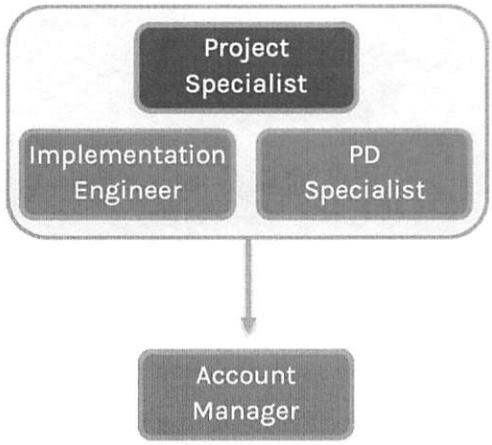
EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

See attached document entitled "Project Team and Implementation Plan"

Project Team and Implementation Plan

The following table identifies and describes the different roles and included services that will support your Schoology implementation process, as well how each role fits in to the overall project workflow.

Team Roles	Project Workflow Overview
▪ Project Specialist (PS): - Product Subject Matter Expert (SME) ▪ Implementation Engineer (IE): - Technical SME ▪ Professional Development Assistant (PDA): - Training Coordinator ▪ Account Manager (AM): - Long-term relationship manager	

Services Included	
▪ Kickoff Call led by Schoology team. ▪ Regular status calls and communication with Project Specialist. ▪ Assistance from Project Specialist with Enterprise Configuration. ▪ Custom Branding of your Schoology site. ▪ Domain Customization of Schoology landing page to your domain or subdomain. ▪ Data Consolidation of free Schoology user data. ▪ Technical Planning Call between Implementation Engineer and equivalent at your organization to create a Data Population timeline if needed. ▪ Assistance from Implementation Engineer with Data Population provisioning of users, courses, and enrollments if needed.	▪ Assistance with User Authentication via Single Sign-On. ▪ Schoology Enterprise Administration Training delivered by Project Specialist. ▪ Assistance with all aspects of the implementation process guidance, documentation, and other non-hands-on help. ▪ Guidance and Best Practices for migrating data from existing LMS into Schoology. ▪ Professional Development delivered via Open Enrollment Courses: 2 attendees, 4 hours of training each. ▪ Standard Support from Schoology Client Advisors.

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EXHIBIT "B"

1. 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 thirty (30) 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.

2. Acceptance of Services or Products:

A. The Contractor shall deliver any goods, perform any services or both in accordance with the mutually agreed schedule as set forth in any RFP, purchase order issued by the Cooperative, ESU, or Member and accepted by Contractor, 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 failure of the Schoology System to conform the requirements of this Agreement.

D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all such non-conformities at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

3. **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.

See attached document entitled "Education Service Unit Coordinating Council Pricing Schedule"

Education Service Unit Coordinating Council Pricing Schedule

Schoology offers a complete cloud-based solution so all hardware, database, maintenance and priority support costs are included in the pricing. Education Service Unit Coordinating Council (ESUCC) member organizations will **not** incur costs associated with system upgrades or releases that improve current features. The discount percentage is applied to enterprise services based on the established partnership between Schoology and ESUCC member organizations. Discount percentages are **not** standard pricing and pertain only to this agreement. This agreement is only valid for the 2015-2016 school year. Subscription price may be subject to change without notice.

Schoology will provide ESUCC member organizations the following discounted annual subscription cost structure:

*$4,200 annual subscription fee for districts or schools w/ less than 600 students

*$7 per student annual subscription fee for districts or schools w/ 600-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for pricing

Schoology will provide ESUCC member organizations the following discounted implementation/training cost structure:

*$2,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,000 students

*$5,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,001-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for implementation/training pricing

All district adults (admin, teachers, parents) are included at no additional fee.

Requirements for discount pricing:

i. Full school or district implementation

ii. District or school is not an existing Schoology subscriber

Implementation Information

Schoology has a systematically structured approach to effectively integrate our software into the workflow of districts. Our professional and experienced team will work step-by-step with ESUCC districts through the Project Management, Implementation and Training phases of the project to ensure a smooth installation.

Implementation Specialists from Schoology will start implementation on or around the contract award date to meet the district's implementation and training schedule. Schoology will work with each district to design the most efficient and structured implementation methodology for the LMS project. Simultaneously, Schoology will be working towards the go-live launch which will be completed prior to a district's start date to allow for testing and trial runs. System Admins, School Admins, Educators, Students, and Parents will all have access to the system upon the go-live launch.

Throughout the implementation of the District System, it will be Schoology's mission to outline the resources that the district will need to successfully implement the solution and achieve the districts desired results.

Schoology's implementation plan is a phased approach that covers planning, implementation, training, and support. Schoology will work closely with each district to fully integrate Schoology across all levels of the institution.
There are standard pieces involved in all implementations. Kick-off calls, branding, logins and consulting are part of every implementation.

NEBRASKA esu Cooperative Purchasing

2015-2018
SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, upon the terms and conditions and 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. All prepaid subscription fees paid by the Cooperative or Members to Contractor in accordance with this Agreement are non-refundable.

3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total subscription fees, excluding annual support and maintenance, paid by the Cooperative, ESUs, and Members in accordance with this Agreement. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all applicable transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on _June 1_, 2015 ("Effective Date") and shall continue until 12:00 midnight (CST) on _July 31_, 2018, 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 Brown County, Nebraska.

6. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;
(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
(6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession.

H. Any provision of this Agreement which by its nature is intended by the parties to survive termination of this Agreement shall survive such termination for any reason or expiration of this Agreement, including without limitation Sections 2, 3, 5, 6.G, 6.H, 7, 13, 17, 18.B, 19-26 and 29-34.

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 "Cooperative Indemnities"), against any and all third party claims of injuries, death, damage to property, liabilities, judgments, costs and expenses ("Claims") which may otherwise accrue against Contractor Indemnities to the extent such Claim results from (i) Contractor's material breach of this Agreement or (ii) the gross negligence, willful misconduct or fraud of Contractor in connection with its performance under this Agreement. .

B. The Cooperative hereby waives and 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 the Cooperative's or any ESU's or Member's (i) material breach of this Agreement or (ii) use of the Schoology System.

C. The indemnifying party, as applicable ("Indemnitor"), shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom or incurred in connection therewith.

D. If any judgment shall be rendered against the Indemnities in any such third party Claim, the Indemnitor shall, at his or her own expense, satisfy and discharge the same in accordance with this Section 7.

E. Any performance bond or insurance protection required by this contract, or otherwise provided by the Indemnitor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

F. 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: _26-0808340_.

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: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: Schoology
Attn: Contracts
115 W 30th Street, 10th Floor
New York, NY 10001
billing@schoology.com

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

18. **Warranties and Specifications; Disclaimer.**

A. Contractor warrants to the Cooperative that: (i) Contractor will comply with all applicable laws, rules and regulations, and (b) the learning management system provided by the Contractor (the "Schoology System") will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Contractor will use its best efforts to correct the Schoology System. If Contractor is unable to correct the error after using its best efforts, Contractor will refund the unused subscription fees paid by the Cooperative, as depreciated over the term of this Agreement on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Contractor; (y) improper or inadequate maintenance of the Cooperative's or any Member's equipment or software; or (z) inadequate Internet connectivity or bandwidth. The Cooperative or the Member is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

B. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH THE COOPERATIVE, ESU AND MEMBERS INCLUDING, BUT NOT LIMITED TO, WHEN THE COOPERATIVE'S OR ANY ESU'S OR MEMBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (I) CAUSED BY FACTORS OUTSIDE OF CONTRACTOR'S REASONABLE CONTROL; OR (II) THAT RESULTED FROM ANY ACTION OR INACTION OF THE COOPERATIVE, OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

19. Confidentiality.

A. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by the Cooperative to Contractor, 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.

B. **Cooperative Data.** Cooperative Data includes all Personally Identifiable Information and other information that is not intentionally made generally available by Cooperative on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

C. **Personally Identifiable Information.** Personally Identifiable Information means any of the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

D. **Protection of Confidential Information.** Contractor will protect the Confidential Information 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). Contractor shall not disclose or use any Confidential Information of the Cooperative 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 Cooperative, except for the purpose of performing its obligations under this Agreement or as required by law. Contractor must use best practices to limit access to Confidential Information of Cooperative to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Contractor no less restrictive than the confidentiality terms of this Agreement. Contractor 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.

E. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Cooperative, (ii) was known to the Contractor prior to its disclosure by the Cooperative without breach of any obligation owed to the Cooperative, (iii) is received from a third party without breach of any obligation owed to Cooperative, or (iv) was independently developed by the Contractor without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Contractor may disclose Confidential Information to the extent required by law or court order, but will provide Cooperative with advance notice to seek a protective order.

F. **Security Breach.**

(i) Response. Promptly upon becoming aware of a Security Breach (an event in which Confidential Information is exposed to unauthorized disclosure, access, alteration, or use), or of circumstances that are reasonably likely to have resulted in unauthorized access to or disclosure or use of Confidential Information, Contractor will notify Cooperative, fully investigate the incident, and reasonably cooperate with Cooperative's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved or regulatory agencies, without prior written permission from Cooperative.

(ii) Liability. In addition to any other remedies available to Cooperative under law or equity, Contractor will reimburse Cooperative in full for all costs reasonably incurred by Cooperative in investigation and remediation of any Security Breach to the extent caused by Contractor or its subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, audit costs, fines, and other fees imposed against Cooperative as a result of the Security Breach.

G. **Response to Legal Orders, Demands or Requests for Confidential Information.** Except as otherwise expressly prohibited by law, Contractor will:

(i) promptly notify Cooperative of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data;

(ii) consult with Cooperative regarding its response;

(iii) cooperate with Cooperative's reasonable requests in connection with efforts by Cooperative to intervene and quash or modify the legal order, demand or request; and

(iv) upon Cooperative's reasonable request, provide Cooperative with a copy of its response.

If Cooperative receives a subpoena, warrant, or other legal order, demand (including requests pursuant to the Nebraska law or requests seeking Confidential Information maintained by Contractor), Cooperative will promptly provide a copy of the request to Contractor. Contractor will promptly supply Cooperative with copies of records or information required for Cooperative to respond, and will cooperate with Cooperative's reasonable requests in connection with its response.

20. Proprietary Rights.

Notwithstanding anything to the contrary set forth in this Agreement (including the Exhibits hereto), the Schoology System is owned and copyrighted by Contractor and offered through a subscription, not sold, to the Cooperative, ESU or Members. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Contractor, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the Cooperative, ESUs or Members. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. The Cooperative, ESUs and Members are not granted any license to use any of Contractor's trade or service marks and Contractor retains all right, title, and interest in its trade and service marks. The Cooperative agrees that Contractor may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by the Cooperative, ESUs and Members with respect to the Schoology System during the course of the Cooperative's, ESUs' and Members' use of the Schoology System. The Cooperative, ESUs and Members hereby grants and assigns to Contractor any intellectual property rights that the such party may incidentally obtain or have with respect to any such comments, suggestions or contributions.

21. Limitation of Liability. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY BE LIABLE TO ANOTHER PARTY FOR, NOR SHALL THE MEASURE OF DAMAGES INCLUDE, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OR EXPENSES OF ANY KIND WHATSOEVER, IN EACH CASE ARISING OUT OF OR RELATING TO ITS ACTS OR OMISSIONS OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION,

LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, OR COMPUTER FAILURE OR MALFUNCTION, EXCEPT IN THE LIMITED SITUATIONS EXPRESSLY PROVIDED IN THIS SECTION 21. A PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY THE COOPERATIVE, ESU OR MEMBER FOR THE SERVICES PROVIDED HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. The foregoing limitations of liability shall not apply, however, to liability of a Party arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of such Party; or (b) amounts payable to third parties as a result of such Party's indemnification obligations under this Agreement. The limitations of liability set forth in this Section 21 shall apply even if the breaching party has been advised of the possibility of such damages in connection with this Agreement.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 such failure or delay is cause by circumstances beyond the non performing party's reasonable 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 the non-performing party.

28. **Assignment.** This Agreement binds the parties and their respective successors and permitted assignees. A party 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 non-assigning party; provided, however, that a party may assign this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction of such party without the prior written consent of the non-assigning party.

29. **Subcontractors.** The Contractor will retain all responsibility for the performance of its obligations under this Agreement, regardless of whether or not the Contractor uses subcontractors to perform any such obligations. The Contractor shall be the sole point of contact with the Cooperative with regard to all matters covered by this Agreement.

30. **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.

31. **Rights and Remedies Cumulative.** Any enumeration of a party's rights and remedies set forth in this Agreement is not exhaustive. A party's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the parties' 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.

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

33. **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.

34. **Attachments.** Attachments to this Agreement include the following:

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

IN WITNESS WHEREOF, each of the Cooperative and Contractor has caused this Agreement to be executed as of the Effective Date by it duly authorized representative.

Nebraska ESUCC Cooperative Purchasing ("COOPERATIVE")	**Schoology, Inc. ("CONTRACTOR")**
By: _____	By: _____
Name: _____	Name: Amar Shrivastava
Title: _____	Title: VP of Finance and Admin
Date: _____	Date: June 1, 2015

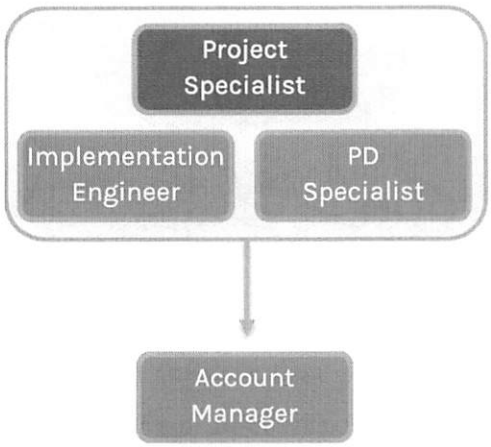
EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

See attached document entitled "Project Team and Implementation Plan"

Project Team and Implementation Plan

The following table identifies and describes the different roles and included services that will support your Schoology implementation process, as well how each role fits in to the overall project workflow.

Team Roles	Project Workflow Overview
▪ Project Specialist (PS): - Product Subject Matter Expert (SME) ▪ Implementation Engineer (IE): - Technical SME ▪ Professional Development Assistant (PDA): - Training Coordinator ▪ Account Manager (AM): - Long-term relationship manager	

Services Included

- Kickoff Call led by Schoology team.
- Regular status calls and communication with Project Specialist.
- Assistance from Project Specialist with Enterprise Configuration.
- Custom Branding of your Schoology site.
- Domain Customization of Schoology landing page to your domain or subdomain.
- Data Consolidation of free Schoology user data.
- Technical Planning Call between Implementation Engineer and equivalent at your organization to create a Data Population timeline if needed.
- Assistance from Implementation Engineer with Data Population provisioning of users, courses, and enrollments if needed.
- Assistance with User Authentication via Single Sign-On.
- Schoology Enterprise Administration Training delivered by Project Specialist.
- Assistance with all aspects of the implementation process guidance, documentation, and other non-hands-on help.
- Guidance and Best Practices for migrating data from existing LMS into Schoology.
- Professional Development delivered via Open Enrollment Courses: 2 attendees, 4 hours of training each.
- Standard Support from Schoology Client Advisors.

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EXHIBIT "B"

1. **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 thirty (30) 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.

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

   A. The Contractor shall deliver any goods, perform any services or both in accordance with the mutually agreed schedule as set forth in any RFP, purchase order issued by the Cooperative, ESU, or Member and accepted by Contractor, 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 failure of the Schoology System to conform the requirements of this Agreement.

   D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all such non-conformities at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

3. **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.

See attached document entitled "Education Service Unit Coordinating Council Pricing Schedule"

Education Service Unit Coordinating Council Pricing Schedule

Schoology offers a complete cloud-based solution so all hardware, database, maintenance and priority support costs are included in the pricing. Education Service Unit Coordinating Council (ESUCC) member organizations will **not** incur costs associated with system upgrades or releases that improve current features. The discount percentage is applied to enterprise services based on the established partnership between Schoology and ESUCC member organizations. Discount percentages are **not** standard pricing and pertain only to this agreement. This agreement is only valid for the 2015-2016 school year. Subscription price may be subject to change without notice.

Schoology will provide ESUCC member organizations the following discounted annual subscription cost structure:

*$4,200 annual subscription fee for districts or schools w/ less than 600 students

*$7 per student annual subscription fee for districts or schools w/ 600-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for pricing

Schoology will provide ESUCC member organizations the following discounted implementation/training cost structure:

*$2,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,000 students

*$5,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,001-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for implementation/training pricing

All district adults (admin, teachers, parents) are included at no additional fee.

Requirements for discount pricing:

i. Full school or district implementation

ii. District or school is not an existing Schoology subscriber

Implementation Information

Schoology has a systematically structured approach to effectively integrate our software into the workflow of districts. Our professional and experienced team will work step-by-step with ESUCC districts through the Project Management, Implementation and Training phases of the project to ensure a smooth installation.

Implementation Specialists from Schoology will start implementation on or around the contract award date to meet the district's implementation and training schedule. Schoology will work with each district to design the most efficient and structured implementation methodology for the LMS project. Simultaneously, Schoology will be working towards the go-live launch which will be completed prior to a district's start date to allow for testing and trial runs. System Admins, School Admins, Educators, Students, and Parents will all have access to the system upon the go-live launch.

Throughout the implementation of the District System, it will be Schoology's mission to outline the resources that the district will need to successfully implement the solution and achieve the districts desired results.

Schoology's implementation plan is a phased approach that covers planning, implementation, training, and support. Schoology will work closely with each district to fully integrate Schoology across all levels of the institution.
There are standard pieces involved in all implementations. Kick-off calls, branding, logins and consulting are part of every implementation.

Coop Committee Meeting
Wednesday, March 7, 2018 2:00 PM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Consent Items
Committee Chair

3.1.1. Approve Renewal/Extension of Schoology Special Buy contract dated June 1, 2015

3.1.2. Approve Renewal/Extension of World Book Special Buy contract dated March 1, 2015

3.2. Program Updates
Committee Chair

3.2.1. Annual/Paper Buy
Committee Chair

3.2.2. Specials Buys
Committee Chair

3.2.3. AEPA
Committee Chair

3.2.3.1. AEPA Assessments

3.2.3.2. New Vendors

3.3. Future Efforts
Committee Chair

3.3.1. Coop Strategic Plan
Committee Chair

4. Next Meeting Agenda Items
Committee Chair

5. Executive Session
Committee Chair

6. Adjournment
Committee Chair

ESU Coordinating Council
Coop Committee Meeting
March 7, 2018 at 2:00 PM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 2:04 PM.

Paul Calvert:	Present
Robke ESU 04:	Present
Shoemake ESU 06:	Absent
Mowinkel ESU 08:	Present
Lofquist ESU 09:	Present
Bell ESU 10:	Absent
Paulman ESU 16:	Present

Attendance Update Taken at 2:08 PM.

Bell ESU 10: Present

1. Call to Order

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site**.**

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 2:04 p.m.

2. Roll Call

3. Agenda Item

3.1. Consent Items
Contracts to be approved.

3.1.1. Approve Renewal/Extension of Schoology Special Buy contract dated June 1, 2015

3.1.2. Approve Renewal/Extension of World Book Special Buy contract dated March 1, 2015

Have Coop Director negotiate with Schoology for renewal of Special Buy contract and approve upon a favorable review by ESUCC appointed Attorney, Special Buy contract with Schoology
Passed with a motion by Paul Calvert and a second by Mowinkel ESU 08.

Paul Calvert:	Yea
Robke ESU 04:	Yea
Mowinkel ESU 08:	Yea
Lofquist ESU 09:	Yea
Paulman ESU 16:	Yea

Yea: 5, Nay: 0

Have Coop Director negotiate with World Book for renewal of Special Buy contract and approve upon a favorable review by ESUCC appointed Attorney, Special Buy contract with World Book
Passed with a motion by Mowinkel ESU 08 and a second by Robke ESU 04.

Paul Calvert:	Yea
Robke ESU 04:	Yea
Mowinkel ESU 08:	Yea
Lofquist ESU 09:	Yea
Bell ESU 10:	Yea
Paulman ESU 16:	Yea

Yea: 6, Nay: 0

3.2. Program Updates

3.2.1. Annual/Paper Buy

Project Director Peterson gave an update on paper orders. It was noted that orders appear to be down this year as of this date, order deadline is March 14th.
Annual Buy catalogs are also available for schools ordering.

3.2.2. Specials Buys

Peterson gave a brief overview of possible future special buys.

3.2.3. AEPA

3.2.3.1. AEPA Assessments
Each year AEPA assesses member states a fee based off the Total Administrative Fees received from vendors. The formula is a flat assessment fee of $1,500 for all members plus .0003 of the Total Sales calculated from Admin fees received.

$1500 + (.0003 * (Total Admin Fees Received / .02))

For the 2017 year (January 1, 2017 to December 31, 2017) ESUCC's Membership assessment is $2,644.45
Each year AEPA assesses member states a fee based off the Total Administrative Fees received from vendors. The formula is a flat assessment fee of $1,500 for all members plus .0003 of the Total Sales calculated from Admin fees received.

$1500 + (.0003 * (Total Admin Fees Received / .02))

For the 2017 year (January 1, 2017 to December 31, 2017) ESUCC's Membership assessment is $2,644.45

3.2.3.2. New Vendors
We will be adding the following vendors to the Marketplace.

Facilities Solutions Group - AEPA LED Lighting bid (Vendor invite has been sent)
National Business Furniture - AEPA Furniture bid (Punch-out is enabled)
BioFit - AEPA Furniture bid
SICO - AEPA Furniture Bid

Facilities Solutions Group - AEPA LED Lighting bid (Vendor invite has been sent)
National Business Furniture - AEPA Furniture bid (Punch-out is enabled)
BioFit - AEPA Furniture bid

SICO - AEPA Furniture Bid

3.3. Future Efforts

3.3.1. Coop Strategic Plan
Coop Strategic Plan
Coop Strategic Plan April 4, 2017 - Collection of Data
Coop Monthly Meetings
Action Items that came out of the Strategic Plan

1. Contract agreement for non-ESU participants.
2. Describe how Coop does bidding, can be added to language of school board policies to include Coop.
3. ESUCC will need to change policy on how to advertise for bids to include website advertising. Need to repeal/rescind old requirement and implement new policy.
4. Process for verification of entities that ESUCC can serve. Send to attorney for review to determine if legal entity before proceeding with inter-local.
5. Draft and approve talking points for ESU Administrators to utilize with School and other members.
6. Review growth of Coop Annually
7. Create Survey for Schools/Members
8. Create Survey for Vendors
9. Create Marketing flyer for Coop
10. Continue to pursue new contracts
11. Continue to Market Coop at Conferences

Ludwig recently met with Coop staff to discuss a strategic planning process for Coop. Some ideas were noted and shared with the committee. He will visit with Susan Leddick for more information about the possibility of a redesign of Coop. Concern was expressed regarding the cost of a redesign.

4. Next Meeting Agenda Items

5. Executive Session
The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining,

real estate matters, 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; and (e) legal advice.

Explanation

At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.

PROPOSAL:

That the Board hold a closed session:

1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. Adjournment

Meeting adjourned at 2:19 p.m.

AEPA Assessment Invoice 2017

Agency:	**ESUCC Cooperative Purchasing**
Address:	**1292 East 4th Street**
City,State, Zip	**Ainsworth, NE, 69210**
Contact Name:	**Craig Peterson**
Contact Email:	craig.peterson@esucc.org
Contact Phone:	**308-995-0665**

Complete the Fees Received Worksheet

Total Administrative Fees Received (From Fees Received Worksheet)	*$ 76,296.97*
Admin Rate 12/31/2017	2%
Total Sales	$ 3,814,848.50
Assessment Rate	0.0003
Assessment Fee	
Assessment	
Total Amount Due	

I certify that the above information is true and accurate.

Signature: _____ Date:

Return a copy of this invoice and the fees received worksheet with your check made out to AEPA Inc. to:

AEPA Inc., c/o Kathleen Lane, 7520 Montgomery NE, Bldg E17, Albuquerque, NM 87109

Payment is due by April 6, 2018.

$	1,144.45
	$1,500.00
	$2,644.45

2/27/2018
11:55 AM

Administrative Fees Received in Calendar Year 2017		
Date	***Vendor***	***Amount***
	CDW-G #014/ #018-A	$ 23,945.56
	Daktronics #016	$ 4,424.42
	Dude Solutions #016	$ 2,387.10
	Independent Stationers #015	$ 206.79
	Konica Minolta Bus Solutions #013 1/ #017-B	$ 1,163.81
	Mackin Ed Resource #016-C	$ 107.49
	Midwest Technology #014	$ 106.58
	MNJ Technologies #014/ #018-A	$ 477.77
	Quill Instructional/ School #015	$ 8,598.57
	School Specialty #015- B Instructional, Science	$ 20,635.59
	School Specialty #014- A/ #018- D Furniture	$ 2,860.41
	School Specialty #014-F Sports	$ 83.53
	Staples Instructional/School #015-B	$ 125.41
	Staples Instructional/School #015-B	$ 7.12
	Staples Staples Break Room, Restroom, Safety Sup	$ 23.70
	Tremco/ WTI #013/ #017 F	$ 11,143.12
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Total		$ 76,296.97

EXTENSION TO 2015-2018 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND WORLD BOOK INC.

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and World Book Inc. ("Contractor") to the 2015-2018 Special Buy Agreement ("Agreement") signed by the Cooperative on May 27, 2015, and by the Contractor on June 1, 2015. The Addendum is as follows:

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

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until July 31, 2021. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE	**CONTRACTOR**
_____	_____
David Ludwig Executive Director	Dale Weber Nebraska Accounts Manager
Executed on March ___, 2018	Executed on March ___, 2018

EXTENSION TO 2015-2018 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND WORLD BOOK INC.

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and World Book Inc. ("Contractor") to the 2015-2018 Special Buy Agreement ("Agreement") signed by the Cooperative on February 9, 2015, and by the Contractor on February 9, 2015. The Addendum is as follows:

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

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until June 30, 2021. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE	**CONTRACTOR**
_____	_____
David Ludwig Executive Director	Dale Weber Nebraska Accounts Manager
Executed on March ___, 2018	Executed on March ___, 2018

NEBRASKA esu Cooperative Purchasing

2015-2018
SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, upon the terms and conditions and 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. All prepaid subscription fees paid by the Cooperative or Members to Contractor in accordance with this Agreement are non-refundable.

3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total subscription fees, excluding annual support and maintenance, paid by the Cooperative, ESUs, and Members in accordance with this Agreement. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all applicable transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on _____, 2015 ("Effective Date") and shall continue until 12:00 midnight (CST) on _____, 2018, 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 Brown County, Nebraska.

6. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;
(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
(6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession.

H. Any provision of this Agreement which by its nature is intended by the parties to survive termination of this Agreement shall survive such termination for any reason or expiration of this Agreement, including without limitation Sections 2, 3, 5, 6.G, 6.H, 7, 13, 17, 18.B, 19-26 and 29-34.

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 "Cooperative Indemnities"), against any and all third party claims of injuries, death, damage to property, liabilities, judgments, costs and expenses ("Claims") which may otherwise accrue against Contractor Indemnities to the extent such Claim results from (i) Contractor's material breach of this Agreement or (ii) the gross negligence, willful misconduct or fraud of Contractor in connection with its performance under this Agreement. .

B. The Cooperative hereby waives and 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 the Cooperative's or any ESU's or Member's (i) material breach of this Agreement or (ii) use of the Schoology System.

C. The indemnifying party, as applicable ("Indemnitor"), shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom or incurred in connection therewith.

D. If any judgment shall be rendered against the Indemnities in any such third party Claim, the Indemnitor shall, at his or her own expense, satisfy and discharge the same in accordance with this Section 7.

E. Any performance bond or insurance protection required by this contract, or otherwise provided by the Indemnitor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

F. 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: _____.

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: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: _____
_____
_____

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

18. **Warranties and Specifications; Disclaimer.**

A. Contractor warrants to the Cooperative that: (i) Contractor will comply with all applicable laws, rules and regulations, and (b) the learning management system provided by the Contractor (the "Schoology System") will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Contractor will use its best efforts to correct the Schoology System. If Contractor is unable to correct the error after using its best efforts, Contractor will refund the unused subscription fees paid by the Cooperative, as depreciated over the term of this Agreement on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Contractor; (y) improper or inadequate maintenance of the Cooperative's or any Member's equipment or software; or (z) inadequate Internet connectivity or bandwidth. The Cooperative or the Member is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

B. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR

USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH THE COOPERATIVE, ESU AND MEMBERS INCLUDING, BUT NOT LIMITED TO, WHEN THE COOPERATIVE'S OR ANY ESU'S OR MEMBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (I) CAUSED BY FACTORS OUTSIDE OF CONTRACTOR'S REASONABLE CONTROL; OR (II) THAT RESULTED FROM ANY ACTION OR INACTION OF THE COOPERATIVE, OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

19. Confidentiality.

A. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by the Cooperative to Contractor, 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.

B. **Cooperative Data.** Cooperative Data includes all Personally Identifiable Information and other information that is not intentionally made generally available by Cooperative on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

C. **Personally Identifiable Information.** Personally Identifiable Information means any of the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

D. **Protection of Confidential Information.** Contractor will protect the Confidential Information 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). Contractor shall not disclose or use any Confidential Information of the Cooperative 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 Cooperative, except for the purpose of performing its obligations under this Agreement or as required by law.

Contractor must use best practices to limit access to Confidential Information of Cooperative to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Contractor no less restrictive than the confidentiality terms of this Agreement. Contractor 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.

E. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Cooperative, (ii) was known to the Contractor prior to its disclosure by the Cooperative without breach of any obligation owed to the Cooperative, (iii) is received from a third party without breach of any obligation owed to Cooperative, or (iv) was independently developed by the Contractor without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Contractor may disclose Confidential Information to the extent required by law or court order, but will provide Cooperative with advance notice to seek a protective order.

F. **Security Breach**.

(i) Response. Promptly upon becoming aware of a Security Breach (an event in which Confidential Information is exposed to unauthorized disclosure, access, alteration, or use), or of circumstances that are reasonably likely to have resulted in unauthorized access to or disclosure or use of Confidential Information, Contractor will notify Cooperative, fully investigate the incident, and reasonably cooperate with Cooperative's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved or regulatory agencies, without prior written permission from Cooperative.

(ii) Liability. In addition to any other remedies available to Cooperative under law or equity, Contractor will reimburse Cooperative in full for all costs reasonably incurred by Cooperative in investigation and remediation of any Security Breach to the extent caused by Contractor or its subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, audit costs, fines, and other fees imposed against Cooperative as a result of the Security Breach.

G. **Response to Legal Orders, Demands or Requests for Confidential Information.** Except as otherwise expressly prohibited by law, Contractor will:

(i) promptly notify Cooperative of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data;
(ii) consult with Cooperative regarding its response;
(iii) cooperate with Cooperative's reasonable requests in connection with efforts by Cooperative to intervene and quash or modify the legal order, demand or request; and
(iv) upon Cooperative's reasonable request, provide Cooperative with a copy of its response.

If Cooperative receives a subpoena, warrant, or other legal order, demand (including requests pursuant to the Nebraska law or requests seeking Confidential Information maintained by Contractor), Cooperative will promptly provide a copy of the request to Contractor. Contractor will promptly supply Cooperative with copies of records or information required for Cooperative to respond, and will cooperate with Cooperative's reasonable requests in connection with its response.

20. Proprietary Rights.

Notwithstanding anything to the contrary set forth in this Agreement (including the Exhibits hereto), the Schoology System is owned and copyrighted by Contractor and offered through a subscription, not sold, to the Cooperative, ESU or Members. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Contractor, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the Cooperative, ESUs or Members. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. The Cooperative, ESUs and Members are not granted any license to use any of Contractor's trade or service marks and Contractor retains all right, title, and interest in its trade and service marks. The Cooperative agrees that Contractor may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by the Cooperative, ESUs and Members with respect to the Schoology System during the course of the Cooperative's, ESUs' and Members' use of the Schoology System. The Cooperative, ESUs and Members hereby grants and assigns to Contractor any intellectual property rights that the such party may incidentally obtain or have with respect to any such comments, suggestions or contributions.

21. Limitation of Liability. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY BE LIABLE TO ANOTHER PARTY FOR, NOR SHALL THE MEASURE OF DAMAGES INCLUDE, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OR EXPENSES OF ANY KIND WHATSOEVER, IN EACH CASE ARISING OUT OF OR RELATING TO ITS ACTS OR OMISSIONS OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, OR COMPUTER FAILURE OR MALFUNCTION, EXCEPT IN THE LIMITED SITUATIONS

EXPRESSLY PROVIDED IN THIS SECTION 21. A PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY THE COOPERATIVE, ESU OR MEMBER FOR THE SERVICES PROVIDED HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. The foregoing limitations of liability shall not apply, however, to liability of a Party arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of such Party; or (b) amounts payable to third parties as a result of such Party's indemnification obligations under this Agreement. The limitations of liability set forth in this Section 21 shall apply even if the breaching party has been advised of the possibility of such damages in connection with this Agreement.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 such failure or delay is cause by circumstances beyond the non performing party's reasonable 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 the non-performing party.

28. **Assignment.** This Agreement binds the parties and their respective successors and permitted assignees. A party 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 non-assigning party; provided, however, that a party may assign this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction of such party without the prior written consent of the non-assigning party.

29. **Subcontractors.** The Contractor will retain all responsibility for the performance of its obligations under this Agreement, regardless of whether or not the Contractor uses subcontractors to perform any such obligations. The Contractor shall be the sole point of contact with the Cooperative with regard to all matters covered by this Agreement.

30. **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.

31. **Rights and Remedies Cumulative.** Any enumeration of a party's rights and remedies set forth in this Agreement is not exhaustive. A party's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the parties' 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.

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

33. **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.

34. **Attachments.** Attachments to this Agreement include the following:

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

IN WITNESS WHEREOF, each of the Cooperative and Contractor has caused this Agreement to be executed as of the Effective Date by it duly authorized representative.

Nebraska ESUCC Cooperative Purchasing
("COOPERATIVE")

By: David M. Ludwig

Name: D.M. Ludwig

Title: ESUCC Executive Dir.

Date: May 27, 2015

Schoology, Inc.
("CONTRACTOR")

By: _____

Name: Amar Shrivastava

Title: VP of Finance and Admin

Date: _____

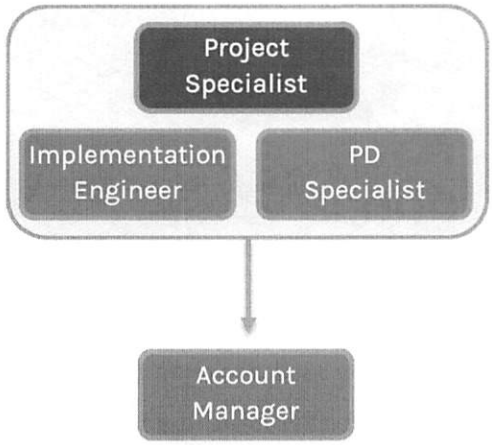
EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

See attached document entitled "Project Team and Implementation Plan"

Project Team and Implementation Plan

The following table identifies and describes the different roles and included services that will support your Schoology implementation process, as well how each role fits in to the overall project workflow.

Team Roles	Project Workflow Overview
▪ Project Specialist (PS): - Product Subject Matter Expert (SME) ▪ Implementation Engineer (IE): - Technical SME ▪ Professional Development Assistant (PDA): - Training Coordinator ▪ Account Manager (AM): - Long-term relationship manager	

Services Included	
▪ Kickoff Call led by Schoology team. ▪ Regular status calls and communication with Project Specialist. ▪ Assistance from Project Specialist with Enterprise Configuration. ▪ Custom Branding of your Schoology site. ▪ Domain Customization of Schoology landing page to your domain or subdomain. ▪ Data Consolidation of free Schoology user data. ▪ Technical Planning Call between Implementation Engineer and equivalent at your organization to create a Data Population timeline if needed. ▪ Assistance from Implementation Engineer with Data Population provisioning of users, courses, and enrollments if needed.	▪ Assistance with User Authentication via Single Sign-On. ▪ Schoology Enterprise Administration Training delivered by Project Specialist. ▪ Assistance with all aspects of the implementation process guidance, documentation, and other non-hands-on help. ▪ Guidance and Best Practices for migrating data from existing LMS into Schoology. ▪ Professional Development delivered via Open Enrollment Courses: 2 attendees, 4 hours of training each. ▪ Standard Support from Schoology Client Advisors.

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EXHIBIT "B"

1. 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 thirty (30) 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.

2. Acceptance of Services or Products:

A. The Contractor shall deliver any goods, perform any services or both in accordance with the mutually agreed schedule as set forth in any RFP, purchase order issued by the Cooperative, ESU, or Member and accepted by Contractor, 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 failure of the Schoology System to conform the requirements of this Agreement.

D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all such non-conformities at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

3. **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.

See attached document entitled "Education Service Unit Coordinating Council Pricing Schedule"

Education Service Unit Coordinating Council Pricing Schedule

Schoology offers a complete cloud-based solution so all hardware, database, maintenance and priority support costs are included in the pricing. Education Service Unit Coordinating Council (ESUCC) member organizations will **not** incur costs associated with system upgrades or releases that improve current features. The discount percentage is applied to enterprise services based on the established partnership between Schoology and ESUCC member organizations. Discount percentages are **not** standard pricing and pertain only to this agreement. This agreement is only valid for the 2015-2016 school year. Subscription price may be subject to change without notice.

Schoology will provide ESUCC member organizations the following discounted annual subscription cost structure:

*$4,200 annual subscription fee for districts or schools w/ less than 600 students

*$7 per student annual subscription fee for districts or schools w/ 600-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for pricing

Schoology will provide ESUCC member organizations the following discounted implementation/training cost structure:

*$2,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,000 students

*$5,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,001-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for implementation/training pricing

All district adults (admin, teachers, parents) are included at no additional fee.

Requirements for discount pricing:

i. Full school or district implementation

ii. District or school is not an existing Schoology subscriber

Implementation Information

Schoology has a systematically structured approach to effectively integrate our software into the workflow of districts. Our professional and experienced team will work step-by-step with ESUCC districts through the Project Management, Implementation and Training phases of the project to ensure a smooth installation.

Implementation Specialists from Schoology will start implementation on or around the contract award date to meet the district's implementation and training schedule. Schoology will work with each district to design the most efficient and structured implementation methodology for the LMS project. Simultaneously, Schoology will be working towards the go-live launch which will be completed prior to a district's start date to allow for testing and trial runs. System Admins, School Admins, Educators, Students, and Parents will all have access to the system upon the go-live launch.

Throughout the implementation of the District System, it will be Schoology's mission to outline the resources that the district will need to successfully implement the solution and achieve the districts desired results.

Schoology's implementation plan is a phased approach that covers planning, implementation, training, and support. Schoology will work closely with each district to fully integrate Schoology across all levels of the institution.
There are standard pieces involved in all implementations. Kick-off calls, branding, logins and consulting are part of every implementation.

NEBRASKA esu Cooperative Purchasing

2015-2018
SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, upon the terms and conditions and 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. All prepaid subscription fees paid by the Cooperative or Members to Contractor in accordance with this Agreement are non-refundable.

3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total subscription fees, excluding annual support and maintenance, paid by the Cooperative, ESUs, and Members in accordance with this Agreement. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all applicable transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on _June 1_, 2015 ("Effective Date") and shall continue until 12:00 midnight (CST) on _July 31_, 2018, 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 Brown County, Nebraska.

6. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;
(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
(6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession.

H. Any provision of this Agreement which by its nature is intended by the parties to survive termination of this Agreement shall survive such termination for any reason or expiration of this Agreement, including without limitation Sections 2, 3, 5, 6.G, 6.H, 7, 13, 17, 18.B, 19-26 and 29-34.

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 "Cooperative Indemnities"), against any and all third party claims of injuries, death, damage to property, liabilities, judgments, costs and expenses ("Claims") which may otherwise accrue against Contractor Indemnities to the extent such Claim results from (i) Contractor's material breach of this Agreement or (ii) the gross negligence, willful misconduct or fraud of Contractor in connection with its performance under this Agreement. .

B. The Cooperative hereby waives and 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 the Cooperative's or any ESU's or Member's (i) material breach of this Agreement or (ii) use of the Schoology System.

C. The indemnifying party, as applicable ("Indemnitor"), shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom or incurred in connection therewith.

D. If any judgment shall be rendered against the Indemnities in any such third party Claim, the Indemnitor shall, at his or her own expense, satisfy and discharge the same in accordance with this Section 7.

E. Any performance bond or insurance protection required by this contract, or otherwise provided by the Indemnitor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

F. 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: _26-0808340_.

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: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: Schoology
Attn: Contracts
115 W 30th Street, 10th Floor
New York, NY 10001
billing@schoology.com

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

18. **Warranties and Specifications; Disclaimer.**

A. Contractor warrants to the Cooperative that: (i) Contractor will comply with all applicable laws, rules and regulations, and (b) the learning management system provided by the Contractor (the "Schoology System") will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Contractor will use its best efforts to correct the Schoology System. If Contractor is unable to correct the error after using its best efforts, Contractor will refund the unused subscription fees paid by the Cooperative, as depreciated over the term of this Agreement on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Contractor; (y) improper or inadequate maintenance of the Cooperative's or any Member's equipment or software; or (z) inadequate Internet connectivity or bandwidth. The Cooperative or the Member is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

B. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN THIS SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH THE COOPERATIVE, ESU AND MEMBERS INCLUDING, BUT NOT LIMITED TO, WHEN THE COOPERATIVE'S OR ANY ESU'S OR MEMBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (I) CAUSED BY FACTORS OUTSIDE OF CONTRACTOR'S REASONABLE CONTROL; OR (II) THAT RESULTED FROM ANY ACTION OR INACTION OF THE COOPERATIVE, OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

19. Confidentiality.

A. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by the Cooperative to Contractor, 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.

B. **Cooperative Data.** Cooperative Data includes all Personally Identifiable Information and other information that is not intentionally made generally available by Cooperative on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

C. **Personally Identifiable Information.** Personally Identifiable Information means any of the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

D. **Protection of Confidential Information.** Contractor will protect the Confidential Information 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). Contractor shall not disclose or use any Confidential Information of the Cooperative 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 Cooperative, except for the purpose of performing its obligations under this Agreement or as required by law. Contractor must use best practices to limit access to Confidential Information of Cooperative to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Contractor no less restrictive than the confidentiality terms of this Agreement. Contractor 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.

E. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Cooperative, (ii) was known to the Contractor prior to its disclosure by the Cooperative without breach of any obligation owed to the Cooperative, (iii) is received from a third party without breach of any obligation owed to Cooperative, or (iv) was independently developed by the Contractor without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Contractor may disclose Confidential Information to the extent required by law or court order, but will provide Cooperative with advance notice to seek a protective order.

F. **Security Breach.**

(i) Response. Promptly upon becoming aware of a Security Breach (an event in which Confidential Information is exposed to unauthorized disclosure, access, alteration, or use), or of circumstances that are reasonably likely to have resulted in unauthorized access to or disclosure or use of Confidential Information, Contractor will notify Cooperative, fully investigate the incident, and reasonably cooperate with Cooperative's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved or regulatory agencies, without prior written permission from Cooperative.

(ii) Liability. In addition to any other remedies available to Cooperative under law or equity, Contractor will reimburse Cooperative in full for all costs reasonably incurred by Cooperative in investigation and remediation of any Security Breach to the extent caused by Contractor or its subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, audit costs, fines, and other fees imposed against Cooperative as a result of the Security Breach.

G. **Response to Legal Orders, Demands or Requests for Confidential Information.** Except as otherwise expressly prohibited by law, Contractor will:

(i) promptly notify Cooperative of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data;

(ii) consult with Cooperative regarding its response;

(iii) cooperate with Cooperative's reasonable requests in connection with efforts by Cooperative to intervene and quash or modify the legal order, demand or request; and

(iv) upon Cooperative's reasonable request, provide Cooperative with a copy of its response.

If Cooperative receives a subpoena, warrant, or other legal order, demand (including requests pursuant to the Nebraska law or requests seeking Confidential Information maintained by Contractor), Cooperative will promptly provide a copy of the request to Contractor. Contractor will promptly supply Cooperative with copies of records or information required for Cooperative to respond, and will cooperate with Cooperative's reasonable requests in connection with its response.

20. Proprietary Rights.

Notwithstanding anything to the contrary set forth in this Agreement (including the Exhibits hereto), the Schoology System is owned and copyrighted by Contractor and offered through a subscription, not sold, to the Cooperative, ESU or Members. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Contractor, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the Cooperative, ESUs or Members. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. The Cooperative, ESUs and Members are not granted any license to use any of Contractor's trade or service marks and Contractor retains all right, title, and interest in its trade and service marks. The Cooperative agrees that Contractor may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by the Cooperative, ESUs and Members with respect to the Schoology System during the course of the Cooperative's, ESUs' and Members' use of the Schoology System. The Cooperative, ESUs and Members hereby grants and assigns to Contractor any intellectual property rights that the such party may incidentally obtain or have with respect to any such comments, suggestions or contributions.

21. Limitation of Liability. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY BE LIABLE TO ANOTHER PARTY FOR, NOR SHALL THE MEASURE OF DAMAGES INCLUDE, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OR EXPENSES OF ANY KIND WHATSOEVER, IN EACH CASE ARISING OUT OF OR RELATING TO ITS ACTS OR OMISSIONS OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION,

LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, OR COMPUTER FAILURE OR MALFUNCTION, EXCEPT IN THE LIMITED SITUATIONS EXPRESSLY PROVIDED IN THIS SECTION 21. A PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY THE COOPERATIVE, ESU OR MEMBER FOR THE SERVICES PROVIDED HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. The foregoing limitations of liability shall not apply, however, to liability of a Party arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of such Party; or (b) amounts payable to third parties as a result of such Party's indemnification obligations under this Agreement. The limitations of liability set forth in this Section 21 shall apply even if the breaching party has been advised of the possibility of such damages in connection with this Agreement.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 such failure or delay is cause by circumstances beyond the non performing party's reasonable 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 the non-performing party.

28. **Assignment.** This Agreement binds the parties and their respective successors and permitted assignees. A party 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 non-assigning party; provided, however, that a party may assign this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction of such party without the prior written consent of the non-assigning party.

29. **Subcontractors.** The Contractor will retain all responsibility for the performance of its obligations under this Agreement, regardless of whether or not the Contractor uses subcontractors to perform any such obligations. The Contractor shall be the sole point of contact with the Cooperative with regard to all matters covered by this Agreement.

30. **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.

31. **Rights and Remedies Cumulative.** Any enumeration of a party's rights and remedies set forth in this Agreement is not exhaustive. A party's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the parties' 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.

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

33. **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.

34. **Attachments.** Attachments to this Agreement include the following:

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

IN WITNESS WHEREOF, each of the Cooperative and Contractor has caused this Agreement to be executed as of the Effective Date by it duly authorized representative.

Nebraska ESUCC Cooperative Purchasing ("COOPERATIVE")	**Schoology, Inc. ("CONTRACTOR")**
By: _____	By: _____
Name: _____	Name: Amar Shrivastava
Title: _____	Title: VP of Finance and Admin
Date: _____	Date: June 1, 2015

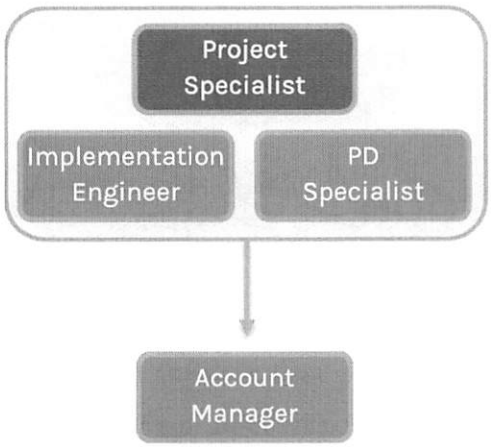
EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

See attached document entitled "Project Team and Implementation Plan"

Project Team and Implementation Plan

The following table identifies and describes the different roles and included services that will support your Schoology implementation process, as well how each role fits in to the overall project workflow.

Team Roles	Project Workflow Overview
▪ Project Specialist (PS): - Product Subject Matter Expert (SME) ▪ Implementation Engineer (IE): - Technical SME ▪ Professional Development Assistant (PDA): - Training Coordinator ▪ Account Manager (AM): - Long-term relationship manager	

Services Included

- Kickoff Call led by Schoology team.
- Regular status calls and communication with Project Specialist.
- Assistance from Project Specialist with Enterprise Configuration.
- Custom Branding of your Schoology site.
- Domain Customization of Schoology landing page to your domain or subdomain.
- Data Consolidation of free Schoology user data.
- Technical Planning Call between Implementation Engineer and equivalent at your organization to create a Data Population timeline if needed.
- Assistance from Implementation Engineer with Data Population provisioning of users, courses, and enrollments if needed.
- Assistance with User Authentication via Single Sign-On.
- Schoology Enterprise Administration Training delivered by Project Specialist.
- Assistance with all aspects of the implementation process guidance, documentation, and other non-hands-on help.
- Guidance and Best Practices for migrating data from existing LMS into Schoology.
- Professional Development delivered via Open Enrollment Courses: 2 attendees, 4 hours of training each.
- Standard Support from Schoology Client Advisors.

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EXHIBIT "B"

1. **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 thirty (30) 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.

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

   A. The Contractor shall deliver any goods, perform any services or both in accordance with the mutually agreed schedule as set forth in any RFP, purchase order issued by the Cooperative, ESU, or Member and accepted by Contractor, 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 failure of the Schoology System to conform the requirements of this Agreement.

   D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all such non-conformities at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

3. **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.

See attached document entitled "Education Service Unit Coordinating Council Pricing Schedule"

Education Service Unit Coordinating Council Pricing Schedule

Schoology offers a complete cloud-based solution so all hardware, database, maintenance and priority support costs are included in the pricing. Education Service Unit Coordinating Council (ESUCC) member organizations will **not** incur costs associated with system upgrades or releases that improve current features. The discount percentage is applied to enterprise services based on the established partnership between Schoology and ESUCC member organizations. Discount percentages are **not** standard pricing and pertain only to this agreement. This agreement is only valid for the 2015-2016 school year. Subscription price may be subject to change without notice.

Schoology will provide ESUCC member organizations the following discounted annual subscription cost structure:

*$4,200 annual subscription fee for districts or schools w/ less than 600 students

*$7 per student annual subscription fee for districts or schools w/ 600-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for pricing

Schoology will provide ESUCC member organizations the following discounted implementation/training cost structure:

*$2,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,000 students

*$5,500 implementation/training fee (one-time cost) for districts or schools w/ less than 2,001-5,000 students

*15% off list price for districts or schools w/ 5,001+ students, please inquire with Schoology for implementation/training pricing

All district adults (admin, teachers, parents) are included at no additional fee.

Requirements for discount pricing:

i. Full school or district implementation

ii. District or school is not an existing Schoology subscriber

Implementation Information

Schoology has a systematically structured approach to effectively integrate our software into the workflow of districts. Our professional and experienced team will work step-by-step with ESUCC districts through the Project Management, Implementation and Training phases of the project to ensure a smooth installation.

Implementation Specialists from Schoology will start implementation on or around the contract award date to meet the district's implementation and training schedule. Schoology will work with each district to design the most efficient and structured implementation methodology for the LMS project. Simultaneously, Schoology will be working towards the go-live launch which will be completed prior to a district's start date to allow for testing and trial runs. System Admins, School Admins, Educators, Students, and Parents will all have access to the system upon the go-live launch.

Throughout the implementation of the District System, it will be Schoology's mission to outline the resources that the district will need to successfully implement the solution and achieve the districts desired results.

Schoology's implementation plan is a phased approach that covers planning, implementation, training, and support. Schoology will work closely with each district to fully integrate Schoology across all levels of the institution.
There are standard pieces involved in all implementations. Kick-off calls, branding, logins and consulting are part of every implementation.

EXTENSION TO 2015-2018 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND WORLD BOOK INC.

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and World Book Inc. ("Contractor") to the 2015-2018 Special Buy Agreement ("Agreement") signed by the Cooperative on May 27, 2015, and by the Contractor on June 1, 2015. The Addendum is as follows:

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

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until July 31, 2021. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE	**CONTRACTOR**
_____	_____
David Ludwig Executive Director	Dale Weber Nebraska Accounts Manager
Executed on March ___, 2018	Executed on March ___, 2018

NEBRASKA esu Cooperative Purchasing

2015-2018
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 249 school districts and more than 300,000 students.

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on **March 1, 2015** ("Effective Date") and shall continue until 12:00 midnight (CST) on **June 30, 2018,** 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 Brown County, Nebraska.

6. **Termination.**

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;
(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
(6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

7. **Indemnification.**

A. World Book, Inc. agrees to indemnify, defend and save harmless [subscriber], its officers, agents and employees, from all claims and losses whatsoever, including

attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm, or corporation for damages, injury, or death directly arising out of, or connected with World Book's performance of this Agreement.

[Subscriber] agrees to indemnify, defend and save harmless World Book, Inc., its officers, agents, and employees from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with [Subscriber's] performance of this Agreement.

B. 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.

C. 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.

D. 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 by law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement. The Contractor considers all detailed pricing included in Appendix A as proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose. The Cooperative shall forward any public record request it receives for Appendix A to the Contractor to allow the Contractor to seek protection of the documents from a court of competent jurisdiction.

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: _____.

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: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: World Book Inc.
Attn: Dale Weber
233 North Michigan Ave, Suite 200
Chicago, Illinois 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 my from time to time be provided by written instrument signed by both parties.

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

31. **Attachments.** Attachments to this Agreement include the following:

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

COOPERATIVE		**CONTRACTOR**	
By:	David Ludwig	By:	Jim O'Rourke
Name:	[illegible]	Name:	Jim O'Rourke
Title:	ESUCC Executive Director	Title:	President
Date:	2-9-15	Date:	2/9/15

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

WORLD BOOK

World Book, Inc.
Sean Lockwood
Vice President, Sales

Dale,
We are excited and pleased to continue our relationship with the Nebraska Educational Service Units. Per their request, I am sending you pricing for their members. The prices below continue to offer Nebraska schools with amazing discounts of the retail price for each and every program.

Special Nebraska ESU package – a la carte pricing:

WB Power Pack	WB eBooks	Science Power	Soc. Studies Power
$0.59/student	$0.10/student	$0.18/student	$0.18/student

Special combo pricing for Nebraska ESU's:

Sci/Social Studies Combo	WB Read and Research Combo	WB Nebraska Power School
$0.30/student	$0.65/student	$0.89/student
• Science Power • Social Studies Power	• WB Power Pack • WB eBooks	**BEST VALUE!!!** • Power Pack • eBooks • Science Power • Social Studies Power

Sean Lockwood

233 N. Michigan Avenue
Suite 2000
Chicago, Illinois 60601

Phone: 312.729.6800
Email: Sean.Lockwood@WorldBook.com
Website: www.worldbook.com

EXHIBIT "B"

1. **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.

2. **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.

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

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

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

EXTENSION TO 2015-2018 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND WORLD BOOK INC.

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and World Book Inc. ("Contractor") to the 2015-2018 Special Buy Agreement ("Agreement") signed by the Cooperative on February 9, 2015, and by the Contractor on February 9, 2015. The Addendum is as follows:

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

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until June 30, 2021. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE	**CONTRACTOR**
_____	_____
David Ludwig Executive Director	Dale Weber Nebraska Accounts Manager
Executed on March ___, 2018	Executed on March ___, 2018

SDA Main Idea Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email:swhisler@esu4.net, jdowning@esu13.org
Phone: 402-274-4345, 308-635-3646

Contractor/Company: None
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: SDA Main Idea Subscription

$750 yearly subscription fee. This fee covers all SDA members.

How does subscription align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- THE MAIN IDEA helps to bridge that gap by providing school leaders with the best current education ideas and practices. Through in-depth 8-page summaries of current education books, and suggestions for implementing those ideas, THE MAIN IDEA empowers education leaders with the knowledge and tools to improve student learning. www.themainidea.net

- continued communication of best practices in education that increase knowledge of SDA members to enhance the implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

SDA Training Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email:swhisler@esu4.net, jdowning@esu13.org Phone: Suzanne 402.274.4354

Contractor/Company: None
Presenter: Dr. Rich Allen
Email: rich@drrichallen.com
Phone: 340-244-3824
Address: City, State, Zip:
Point of Contact: Dr. Rich Allen

Workshop Title: Training with the Brain in Mind; Humane Presentations
Date of Workshop: November 7-8, 2018, ESU 3. (times to be determinded)
Projected cost of workshop (include presenter fees, materials, expenses, etc):

- Presenter Fees: $7500 per day (all inclusive) x 2 days = $15,000
- Book – Humane Presentation $15 per person. 60 x $15 = $900 (the books are optional)
- Meals/Snacks for 60 people @ $20 each x 2 days = $2400. The food expense of $2400 is billed back to each participant's ESU.
- We plan to open this workshop up to other ESU affiliate groups as well as school personnel up to the count of 80 people. Each school personnel participant will be charged $300 to attend the 2-day workshop. Projected Cost for school personnel include $800 meals/snacks for 20 people @ $20 each x 2 days, materials cost: handouts and book (optional) $20 x 20 people = $400 Total projected revenue $6000 ($300 x 20)
- Workshop Costs: $15,000 + $900 + $2400 = $18,300, $2400 being recouped by ESUs, $1200 being recouped from school personnel participants to cover costs of handouts, book, meals and snacks.
- Grant Total: $18, 300

This proposed training is requested by SDA members to support the needs of their districts through meaningful and well-delivered trainings that engage all participants. SDA Strategists investigated the following national experts in the area of provided effective trainings.

Presenter	Topic	Costs (presenter fees, materials, expenses, etc.)	Contact Information
LeAnn Nickelsen (has the days saved for us until Jan.) Has been trained by Dr. Eric Jensen	Brain-Based Learning Teaching with Poverty in MInd Formative Assessment to Double the Speed of Learning	$5,500 per day Can lump expenses together or send receipts for reimbursement	https://www.maximizelearninginc.com/ lnickelsen@comcast.net Phone # 513-293-2078

Rich Allen	Training with Brain in Mind	$15000 some flexibility (all inclusive)	rich@drrichallen.com
Tina Boogren	Training Tips	$6500 per day (all inclusive)	Sean Duncan sean.duncan@marzanoresearch.com
Toni Prickett	Adaptive Schools	Not available on our dates in 18-19 $3000 per day, so it would be $12,000 for the 4 days plus expenses (rental car, fuel, hotel, meals)	tonip@regioninsights.com

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- a system of supports for schools and student achievement.
- improve and support state and local accountability.
- continued communication and collaboration with partners and stakeholders by increasing knowledge in training and implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:

Contract sent: Date Received:
W-9/W4NA: Date Received:

PDO Training Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email: swhisler@esu4.net jdowning@esu13.org
Phone: 402-274-4354, 308-635-3646

Contractor/Company: None
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: SDA Business Meetings
Date of Workshop: September 13, 2018, January 22, 2019, May 7, 2019 (Tentative)
Projected cost of workshop (include presenter fees, materials, expenses, etc): Total: $3,300 (Billed back to each person's ESU); Meals/Snacks for 55 people @ $20 each x 3 dates

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- a system of supports for schools and student achievement.
- improve and support state and local accountability.
- continued communication and collaboration with partners and stakeholders by increasing knowledge in training and implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

SDA Strategists Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email: swhisler@esu4.net jdowning@esu3.org
Phone: 402-274-4354, 308-635-3646

Contractor/Company: None
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: SDA Strategist Meetings

Date of Workshop: September 12, 2018, November 6, 2018, January 21, 2019, April 8, 2019, May 6, 2019 (December and March are zoom meetings)Projected cost of workshop (include presenter fees, materials, expenses, etc): Total: $900 meals/ snacks $15 x 10 for 6 dates (Billed back to each person's ESU); $400 Strategist Book Study text; $400 $40 x 10; Mentor/Mentee Text Book Study (Actual expenses may be greater dependent on the number of mentees); $180 room charge for ESU 3 room usage in September, November and April for Strategist meetings ($60 x 3 meetings = $180)

Total: $1880

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- a system of supports for schools and student achievement.
- improve and support state and local accountability.
- continued communication and collaboration with partners and stakeholders by increasing knowledge in training and implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

To lead and support the preparation of all Nebraskans for learning, earning, and living.

2017-2026 STRATEGIC VISION AND DIRECTION

Nebraska State Board of Education and Nebraska Department of Education

12/02/16

Nebraska State Board of Education

The State Board of Education is an elected, constitutional body that is the policy forming and evaluative body for the state school program (79-301(2) R.R.S.) in addition to ensuring the State Department of Education functions effectively within the framework developed by the state Legislature and the Board. The Board is elected on a non-partisan ballot, with one member from each district. Board members serve four-year terms.

District 3: Rachel Wise, President
District 1: Lillie Larsen, Vice President
District 2: Glen Flint
District 4: John Witzel
District 5: Patricia Timm
District 6: Maureen Nickels
District 7: Molly O 'Holleran
District 8: Patrick McPherson

Nebraska Department of Education

The Nebraska Department of Education (NDE) is a constitutional agency comprised of services, programs, Vocational Rehabilitation (Nebraska VR), and Disabilities Determination Section (DDS). The NDE operates under the authority of an elected State Board of Education (Board) and the Commissioner of Education (Commissioner). The NDE is organized into teams that carry out the duties assigned by state and federal statutes and the policy directions of the Board. Teams are organized around distinct functions and responsibilities that encompass leadership and support for Nebraska's system of early childhood, primary, secondary, and postsecondary education; direct services to clients; and internal support to the agency.

The NDE carries out its duties on behalf of Nebraska students and parents involved in public and nonpublic school systems. The NDE staff interacts with schools, parents, businesses, community partners, and institutions of higher education to develop, coordinate, and improve educational programs and services.

Commissioner of Education: Matthew L. Blomstedt, Ph.D.

Strategic Vision and Direction – 2017-2026

Introduction

In January of 2016, the Board and the NDE initiated the development of a Strategic Plan to guide the vision and direction of education in Nebraska for the next ten years. Nebraska's Strategic Plan to be known as ***Nebraska Quality Education Systems for Today and Tomorrow (NEQuESTT)*** represents the evolution of a philosophical and practical approach to supporting education in Nebraska. This commitment unifies and strengthens positive outcomes for each and every Nebraskan through bold and achievable goals. ***NEQuESTT*** not only outlines the critical needs and strengths within the system, but also reflects innovative approaches to ensure each Nebraskan has equitable access to opportunities and are ready for success in postsecondary, career, and civic life. ***NEQuESTT*** is the educational journey that puts forth a new vision and bold agenda for the system of education in Nebraska. This vision will require new and different ways of working together, stretching beyond the status quo, and engaging stakeholders through collaborative processes. The strategic plan defines a direction for accountability and a system of services and supports without losing sight of the importance of ensuring compliance with state and federal policies.

NEQuESTT guides the Board and the NDE to address some of the most urgent priorities within Nebraska. With an intentional and comprehensive focus on ensuring a reduction in educational inequities for the most vulnerable populations, this strategic plan directs focus on student- or client-centered outcomes, high quality opportunities, and a strong system of support **for every student, every day**.

NEQuESTT and AQuESTT

NEQuESTT aligns with Nebraska's accountability system, Accountability for a Quality Education System Today and Tomorrow (*AQuESTT*). The six critical tenets of *AQuESTT* holistically address accountability and quality education in Nebraska. Originally designed to meet statutory accountability requirements, AQuESTT has quickly grown beyond and guides the NDE and its work.

AQuESTT provides a fundamental focus on achievement and opportunity gaps and ensures strategies produce equitable outcomes for each and every learner. As a result, ***NEQuESTT*** includes goals with benchmarks that measure disaggregated data to ensure equity and access.

Roles:

In order to support strategic priorities, a suite of approaches is utilized that reflects the nuance of the work and the many stakeholders, systems, and partners that intersect to support a state education system. The various roles are:

Champion - NDE actively leads the strategic vision, goals, and policy direction to support learning, earning, and living by:

- Engaging key stakeholders and partners on emerging needs in the educational landscape and corresponding policy advocacy approach
- Exercising policy leadership and proactively engaging and partnering with the Unicameral and Governor on priority issues
- Advocating for necessary resources to meet needs and/or address issues to execute the vision

Regulator - NDE leverages policy authority to ensure delivery of high-quality, equitable education and services, beyond compliance with state and federal regulations by:

- Assuring access to fair, equitable, and high-quality education and services
- Monitoring school and districts to ensure adherence to regulations and setting expectations beyond compliance for accountability and growth in learning
- Promoting best practices for leadership and using data and resources to ensure effective continuous improvement

Capacity Builder - NDE directs technical assistance and professional development opportunities and promotes the sharing of best practices by:

- Providing technical assistance and professional development opportunities for educators, staff, and community providers
- Actively engaging with priority and needs improvement schools as well as continuing to support the improvement of all schools
- Identifying schools and districts across the state with effective educational practices to gather data on successful practices
- Acting as a facilitator to connect schools to highlight learnings, share lessons learned, and communicate best practices
- Developing, maintaining, and leveraging strong working relationships with education and community partners to extend and enhance capacity across the state

Connector - NDE helps bridge the divide between learning, earning, and living, connecting schools, families, business, and communities by:

- Connecting, convening, and partnering with schools, businesses, out-of-school programs, postsecondary education, state agencies, and community providers to create a more comprehensive approach to education and service delivery
- Supporting other agencies and organizations in active engagement and relationship building amongst individuals, parents, and families

Change Agent - NDE explores and supports promising new innovations by:

- Researching, promoting, and providing support for promising new initiatives and innovations in education across the state and nation (e.g., promising activities in rural areas, blended learning, personalized learning, adult basic education)
- Providing ongoing training, support, and resources to drive the adoption of new practices and to assure implementation

Strategic Direction:

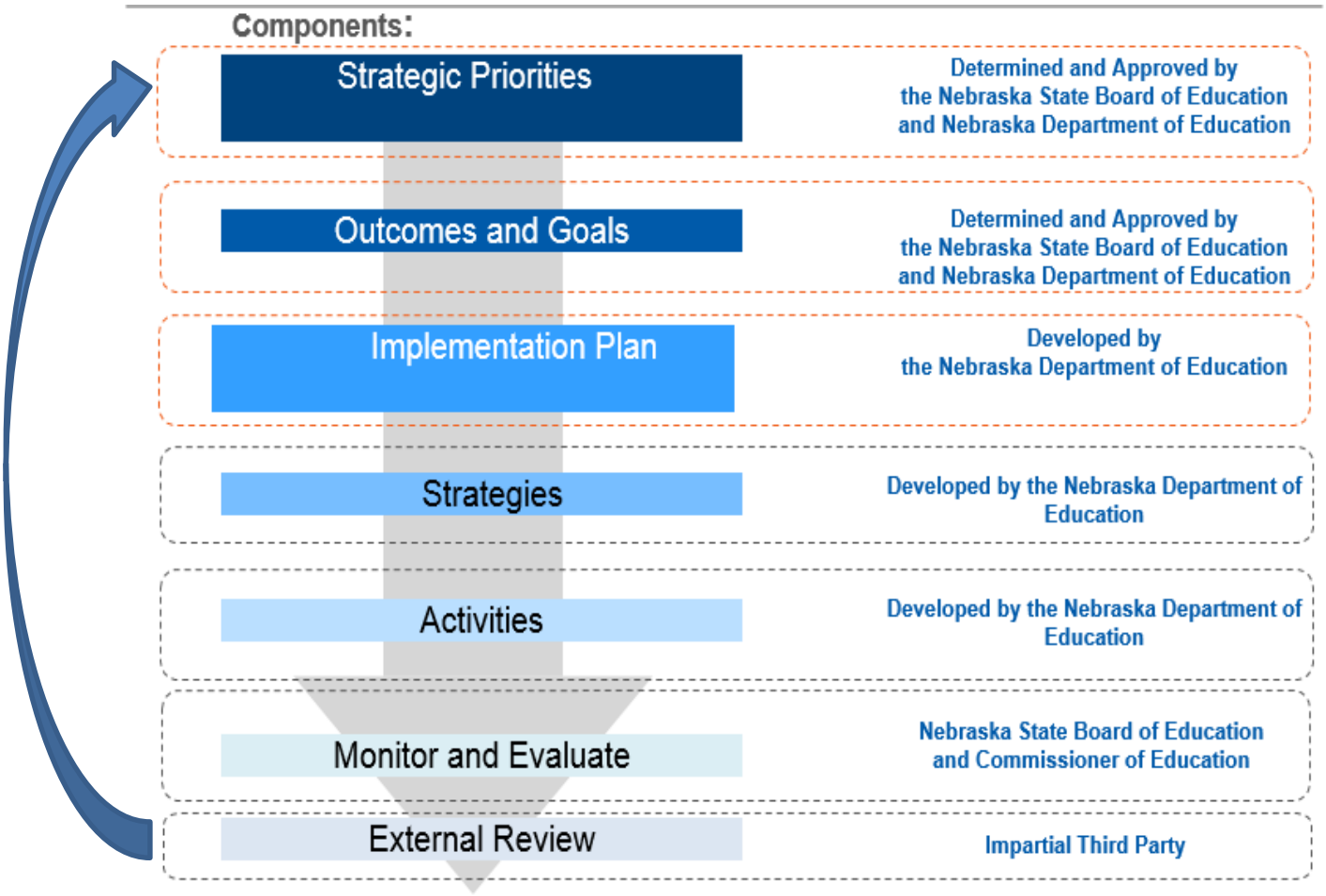
To realize the new strategic vision it can no longer be business as usual.

	FROM	TO
ORGANIZATIONAL STRUCTURE	• Organizational structure primarily oriented around subject area silos • Decision-making authority mostly concentrated in hands of senior agency leadership	• More cross-functional, with collaboration and communication across teams • More distributed decision-making authority, where staff closer to the issue is empowered to make relevant decisions
PERSONNEL & STAFFING	• Staff with very specific skills focused primarily on content knowledge • Traditional focus on regulation and compliance	• Broader staff expertise, including both content knowledge and breadth of experiences (e.g., relationship building, background in business, work with underserved communities) • Focus on leadership, innovation, and learning
STAKEHOLDER ENGAGEMENT	• Sporadic engagement on an as-needed basis • Limited engagement with specific populations or cultural communities	• Consistent and tailored stakeholder engagement plans for specific audiences, allowing authentic relationships and dialogue to develop
DATA & SYSTEMS	• Limited publicly accessible data • Focus on accountability and compliance • Cumbersome website	• Readily available data for all stakeholders from an easy to use, up-to-date platform • Focus on performance management • User-friendly website and an online portal with lessons learned and best practices for practitioners

Moving Forward:

The Board has taken into account the multiple roles of the NDE in the development of this strategic plan and in the expectations set forth for the NDE. This recognition is coupled with the expectation of providing quality, equitable support through a multi-faceted system under the charge of the NDE. The shared responsibility of leadership between the Board and the Commissioner includes developing this plan, monitoring goals, and implementing strategies through the NDE's programs and supports for schools, students, systems and clients across the state. The Board carries out this strategic plan through direction to the Commissioner. The Commissioner has the responsibility to build an implementation plan that makes ***NEQuESTT*** a living document utilizing the aforementioned roles and strategic direction outlined for organizational structure; personnel and staffing; stakeholder engagement; and data and systems.

The strategic plan is multi-layered.



Operational Approach:

NEQuESTT provides a framework for measuring multiple levels and processes to ensure success through standard, quantifiable metrics, artifacts, and evidence-based analyses utilizing a three-tiered approach:

- **NDE Accountability** – Process, regulations, support, interagency collaboration, data systems, fiscal responsibility, and evaluation
- **Service Accountability** – Quality and success of services provided by the agency
- **District and School Accountability** – School and agency progress and improvement

Strategic Priorities, Outcomes, and Goals:

The Board and Commissioner will regularly review these goals as organized by the strategic priorities and outcomes. The NDE goals will include Commissioner and Board activities necessary to build the department's system of accountability and support for services and schools. The NDE will track progress on these goals and other metrics required by state and federal law. The Commissioner will annually report progress on these goals and other measures to report progress and performance to the Board.

Implement, Monitor, and Evaluate:

The Board and the Commissioner share the responsibility to:

- champion and lead the strategic vision and goals.
- serve as change agents and capacity builders.
- ensure progress on the strategic priorities.

The Board and the Commissioner will be responsible for implementing this plan including the development of strategies, and activities, and monitoring on an annual basis. A review will be presented by the Commissioner and appropriate NDE personnel annually or as directed. An objective external review of ***NEQuESTT*** will be conducted by an impartial third-party reviewer two years after adoption and thereafter as determined by the Board with results being presented to stakeholders.

MISSION

To lead and support the preparation of all Nebraskans for learning, earning, and living

GUIDING PRINCIPLES

NDE will:

- Create a dynamic vision that drives change through proactive leadership to support learning;
- Build connections amongst stakeholders to take action in support of success for all learners;
- Provide all Nebraskans significant opportunity to receive fair, equitable, and high-quality education and services to close achievement gaps;
- Allow all learners to achieve their fullest potential in transitioning through phases of school and into civic life;
- Ensure all educators are effective in instructional strategies and monitoring student progress using multiple measures of proficiency; and
- Prepare all learners to be college, career, and civic-ready.

STRATEGIC PRIORITIES

Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success	Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life

OUTCOME STATEMENTS

Leadership

Provide leadership and high quality services in processes, regulations, interagency collaboration, data systems, fiscal responsibility and evaluation that enhance the success of educational systems in Nebraska.

Success, Access, and Support

Positive Partnerships and Student Success – Increase student, family, and community engagement to enhance educational experiences and opportunities.

Transitions – Provide quality educational opportunities for student success through transitions between grade levels, programs, schools, postsecondary institutions, and careers.

Educational Opportunities and Access – Ensure that all students have access to comprehensive instructional opportunities to be prepared for postsecondary education and career.

Teaching, Learning, and Serving

College, Career, and Civic Ready – Ensure every student upon completion of secondary education is prepared for postsecondary education, career, and civic opportunities.

Assessment – Use assessments to measure and improve student achievement and inform instruction.

Educator Effectiveness – Assure that students are supported by qualified/credentialed, effective teachers and leaders throughout their learning experiences.

Leadership

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Provide leadership and high-quality services in processes, regulations, interagency collaboration, data systems, fiscal responsibility, and evaluation that enhance the success of educational systems in Nebraska.

Goal 1.1 **By 2018, the NDE will be organized through personnel and processes to provide leadership in school support systems, regulations, interagency collaboration, data systems, fiscal responsibility, and evaluation that will enhance the success of educational systems in Nebraska.**

Goal 1.2 **By 2018, the Board and Commissioner will have a process in place to evaluate and ensure timely, high-quality services and systems of support provided by the Nebraska Department of Education.**

Goal 1.3 **By 2020, 100% of teachers, service providers, school leaders and local school board members will have access to quality professional learning opportunities through an NDE facilitated professional learning directory.**

Goal 1.4 **By 2020, the NDE will collaborate with the Governor, Legislature, postsecondary institutions, and the Educational Service Units (ESUs) to create a uniform process to align dual credit opportunities for students across the state.**

Success, Access, and Support

Positive Partnerships, Relationships, and Success

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Outcome Statement: Increase student, family, and community engagement to enhance educational experiences and opportunities.

Goal 2.1 **By 2019, the NDE will develop a system to regularly engage and survey clients, schools, and stakeholders to gather input, and measure engagement and satisfaction.**

Goal 2.2 **By 2026, the dropout rate of all Nebraska students including subgroups will be less than 1%.**

Goal 2.3 **By 2026, 100% of Nebraska schools will have all students in grades 7-12 create and utilize a personal learning plan.**

Goal 2.4 **By 2026, there will be a reduction in the percentage of students who are absent more than 10 days per year from 27.46% to 15%.**

Success, Access, and Support

Transitions

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Outcome Statement: Provide quality educational opportunities for student success through transitions between grade levels, programs, schools, postsecondary institutions, and careers.

Goal 3.1 **By 2018, a baseline and benchmarks will be developed to track all students with a disability having access to participate in career counseling, explorations, self-advocacy training, and work-based learning experiences.**

Goal 3.2 **By 2026, the 4-year cohort graduation rates for all Nebraska students will be greater than 92% and not less than 85% for any one subgroup.**

Goal 3.3 **By 2026, the 7-year cohort graduation rates for all Nebraska students will be greater than 95% and not less than 90% for any one subgroup.**

Goal 3.4 **By 2026, 100% of Nebraska schools will fully implement a systematic process for supporting the needs of highly-mobile students.**

Success, Access, and Support

Educational Opportunities and Access

Strategic Priority: Ensure that all Nebraskans, regardless of background or circumstances, have equitable access to opportunities for success.

Outcome Statement: Ensure all students have access to comprehensive instructional opportunities to be prepared for postsecondary education and career.

Goal 4.1 **By 2020, NDE will develop a statewide digital course and content repository.**

Goal 4.2 **By 2026, 85% of all Nebraska students, upon graduation from high school, will have completed Advanced Placement coursework, earned dual credit and/or obtained industry certification.**

Goal 4.3 **By 2026, 95% of Nebraska elementary schools would be able to identify at least one high-quality early childhood educational program accessible to all of the school's resident preschool age population.**

Teaching, Learning, and Serving

College, Career, and Civic Ready

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Ensure every student upon completion of secondary education is prepared for postsecondary education, career, and civic opportunities.

Goal 5.1 **By 2018, the State Board will adopt a comprehensive approach to define and measure civic readiness.**

Goal 5.2 **By 2020, all Nebraska elementary schools will provide evidence-based interventions for any students not on grade level in reading and/or math.**

Goal 5.3 **By 2026, 100% of Nebraska schools will provide all students with a program for career awareness, exploration, and preparation.**

Goal 5.4 **By 2026, at least 50% of all Nebraska high school students from any given cohort year, will have earned a college degree, credential, or certificate within five years of graduating from high school.**

Teaching, Learning, and Serving

Assessment

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Use assessments to measure and improve student achievement and inform instruction.

Goal 6.1 **By 2018, utilizing baseline data from the ACT, long-term goals will be developed for 11th grade achievement, including goals for subgroups.**

Goal 6.2 **By 2018, the NDE will implement an assessment system to measure achievement and growth in grades 3-8 that meets the requirements of federal and state law and is timely for instructional purposes.**

Goal 6.3 **By 2026, the percent of Nebraska students in grades 3-8 and 11 proficient in reading will increase from 79% to 89%.**

Goal 6.4 **By 2026, the percent of Nebraska students in grades 3-8 and 11 proficient in math will increase from 72% to 82%.**

Goal 6.5 **By 2026, the percent of Nebraska students in grades 3-8 and 11 proficient in science will increase from 72% to 82%.**

Teaching, Learning, and Serving

Educator Effectiveness

Strategic Priority: Increase the number of Nebraskans who are ready for success in postsecondary education, career, and civic life.

Outcome Statement: Assure students are supported by qualified/credentialed, effective teachers and leaders throughout their learning experiences.

Goal 7.1 **By 2018, NDE will develop and implement a statewide teacher equity plan.**

Goal 7.2 **By 2020, 100% of Nebraska schools will utilize performance standards and a research-based evaluation system for all certificated staff as aligned to Rule 10.**

Goal 7.3 **By 2022, 100% of Nebraska schools will be staffed by teachers who have or are actively pursuing a teaching certificate with the appropriate endorsement for the subject(s) and grade level(s) of the course(s) being taught.**

ACKNOWLEDGMENT

The Nebraska State Board of Education and the Nebraska Department of Education give special thanks to the many partners who have provided input in the development of this strategic plan. We also recognize and appreciate the grant support of the Peter Kiewit Foundation and the Sherwood Foundation. The NDE is excited to continue collaboration in leading and supporting the preparation of all Nebraskans for learning, earning, and living.

Committee Report

PROJECT NAME: BlendEd and Distance Ed

PROJECT DIRECTOR: Beth Kabes

REPORT PERIOD: March, 2018

COMMITTEE REPORT:
BlendEd Committee meet on Fridays at 9 a.m. over zoom throughout the months of January and February. Discussion items include:

February 15, 2018 - Copyright, intellectual property, Cohort 2, Future Ready NE,

February 9, 2018 - OER, Blended Visits, CCC-Kearney, Comments from Math 5 teacher

January 25, 2018 - Garden County, Johnson Brock

January 19, 2018 - Cohort 2, Admin Days, NSCA Meeting

January 12, 2018 - ADVISER, OER, Admin Day Proposal

January 5, 2018 - Adviser, Work group for Nebraska Cloud

BlendEd:

Pilot

- Visited in December, January and February: Clarkson, Shelby-Rising City, South Sioux City, CL Jones MS-Minden, Litchfield, Mullen, Mitchell, Bayard, Kimball, Rock County Elementary, Bancroft-Rosalie
- ESU Coaches Monthly Meetings 1st Monday of each month
    - No meeting in Janary
    - February 5, 2018
- Cohort 2 – 2018-2020
    - BlendEd Pilot website: bit.ly/neblend
    - 16 schools/districts. Norris PS is requesting information to join

Garden County Schools
Amherst
Riverside Public Schools
Fairbury Public Schools
Laurel-Concord-Coleridge School

Valentine Public School
Pierce Public Schools
Pope John XXIII Central Catholic
Diller-Odell Public School
Wahoo Middle School
Ogallala High school
Sidney Public Schools
Wisner-Pilger Public Schools
Howells-Dodge Consolidated
Humphrey Public School
Crete HS

- Dates for training for Cohort 2
    - March 14 = Cohort 2 Kick Off in Kearney
    - March 15 = Cohort 2 Kick Off in Lincoln
    - March 16 = BlendEd Coaches Training in Lincoln (available to any ESU staff)
    - July 16-20, 2018 across the state

Open Education Resources Project

- OER Commons
    - OER Nebraska Hub: https://www.oercommons.org/hubs/nebraska
    - Implementation Team Meeting notes
    - Held webinars with ISKME for training
        - February 8 - OER Commons Webinar - Using Groups to Curate, Remix & Create Resources

Promotion and Professional Development of BlendEd

- Ted Style Talk on Flexible Seating at NDLA on February 18

DISTANCE EDUCATION:

- Breakout Session at NDLA on February 18

ESUPDO:

- Presentation to NOC on OER at February 10 regular meeting.

AESA:

- OER Affinity Group February 14, 2018 notes
- Blended and Personalized Learning Affinity Group – co leader of the group. Next meeting: March 14, 2018

THE ESSA LEADERSHIP LEARNING COMMUNITY

LEADERSHIP TO SUPPORT ALL NEBRASKA'S LEARNERS

ESSA Leadership Learning Community

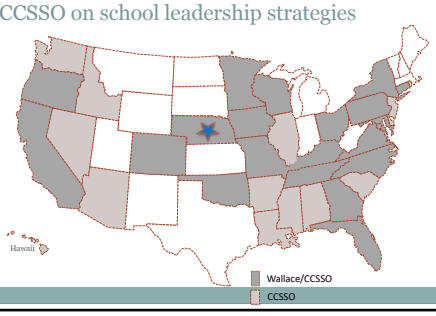
Purpose of the ELLC:

To assist states and districts in **using ESSA funding to build the capacity of education leaders** to implement supports and interventions to turn around schools most in need of improvement.

NE, OH, PA, TN, WI, NY, MD, MN, OR, MO

- Funded by The Wallace Foundation
- In partnership with:
  - New York City Leadership Academy
  - Council of the Great City Schools
  - Council of Chief State School Officers
  - National Urban League
  - Education Counsel

34 states and D.C. working with Wallace and/or CCSSO on school leadership strategies



Nebraska's ELLC

- NDE: Commissioner Blomstedt, Deputy Commissioner Frison, Ryan Foor, Janine Theiler
- OPS: Superintendent Evans, Melissa Comine, Lisa Utterback,
- Urban League of Nebraska: CEO Thomas Warren and Wayne Brown
- ESU 7: Larianne Polk
- Higher Education: Dick Meyer, UNK; Nick Pace, Sarah Zuckerman, Jiangang Xia, UNL
- NCSA: Mike Dulaney, Dan Ernst
- Brad Portin, University of Washington, Team Facilitator; Steve Gering, Team Discussion Driver

- Begun in September 2016 representatives of the team has been meeting three times each year in New York with the other 9 states
- The full team meeting in Nebraska approximately once each month
- New colleagues joining all the time

Wide array of research on education leadership

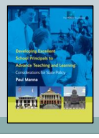
Principals are key to student learning

- Principals are "**second only to classroom instruction** among all school-related factors that contribute to what students learn at school."

  -- *How Leadership Influences Student Learning,* Kenneth Leithwood, *et al*, University of Minnesota, University of Toronto, 2004

- "Principals are multipliers of effective teaching."

  -- *Developing Excellent School Principals to Advance Teaching and Learning: Considerations for State Policy,* Paul Manna, The Wallace Foundation, 2015



In all sectors

- Reform occurs in multiple sectors:
  - Public
  - Private
  - Charter, e.g. KIPP
- Leaders play the same role regardless of the sector, they:
  - Shape a vision of academic success for all students
  - Create a climate hospitable to education
  - Cultivate leadership in others
  - Improve instruction
  - Manage people, data and processes to foster school improvement

Source: *The School Principal as Leader: Guiding Schools to Better Teaching and Learning*, The Wallace Foundation, 2013

Principals are key to retaining good teachers

"**Teacher turnover is lower** in schools led by high-quality principals.... Research further indicates that principal turnover leads to lower teacher retention and lower gains for students."

--School Leadership Interventions Under the Every Student Succeeds Act: Evidence Review, Rebecca Herman, *et al*, RAND, 2016

"Principal effectiveness is associated with greater teacher satisfaction and a lower probability that the teacher leaves the school within a year. Moreover, the positive impacts of principal effectiveness on these teacher outcomes are **even greater in disadvantaged schools**."

--Can Good Principals Keep Teachers in Disadvantaged Schools? Linking Principal Effectiveness to Teacher Satisfaction and Turnover in Hard-to-Staff Environments, Jason A. Grissom, Teachers College Record, 2011

Principals are critical to improving struggling schools

- "...there are **virtually no documented instances of troubled schools being turned around without intervention by a powerful leader**. Many other factors may contribute to such turnarounds, but leadership is the catalyst."
- "There seems little doubt that both district and school **leadership provides a critical bridge between most educational-reform initiatives, and having those reforms make a genuine difference** for all students."

-- *How Leadership Influences Student Learning*, Kenneth Leithwood, *et al*, University of Minnesota, University of Toronto, 2004

Leadership is important to state school improvement efforts

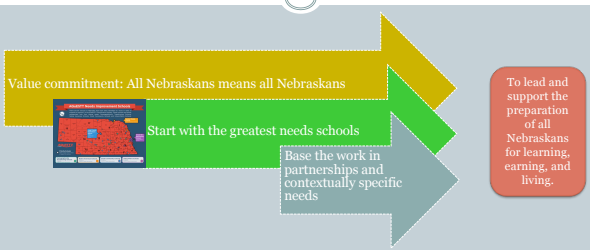
- "Especially during the last five to ten years, **states have pushed forward ambitious education initiatives that will be unlikely to succeed without principals actively leading the work on the ground.**"

  -- *Developing Excellent School Principals to Advance Teaching and Learning*, Paul Manna, 2015

A few things we know, nationally

- Learning-focused leadership is central
- Principals must have adaptive expertise
- Courage in addressing educational inequities is essential
- The role of team-based leadership is increasing
- Greater focus on well-prepared leaders
  - No shortage of credentialed leaders
  - Severe shortage of leaders with expertise for many of our most challenged schools
- Preparation and support are contextually dependent

Nebraska ELLC Theory of Action



Action Steps

ESUs play a critical role in this project – the ESUs know their districts and any future redesign plans present an opportutnity

- Action Step 1: Finalize a Communication Plan that helps us include constituents around commonly understood aims (NDE being the primary driver)
- Action Step 2: Develop a means for assessing the organizational capacity of providers (ESUs and others) to coach and develop principals in the highest needs schools
- Action Step 3: Address the elemental question: "What does a principal need to know and be able to do to advance a learning improvement agenda?"

Action Steps and Timeline

Implementation Actions

- Now – Action Steps 1-3
- January to May 2018 – Develop principal competency framework specific to high need contexts; Build organizational capacity assessment tool for support providers; Initiate messaging campaign.
- March to May 2018 – Utilize capacity assessment to inventory and assess preparedness of providers; Conduct principal/school needs assessments; Initiate effort to build capacity of providers; contract program leader.
- April & June 2018 – Solicit input at AQuESTT conference and NDE Days.
- May to August 2018 – Host ESU Leaders Leading Leader (3L); Engage in intensive capacity development of PLCs.
- December to January 2019 – Convene qualifying educational leaders to kick off Year 1 of the system.

QUESTIONS, DISCUSSION, NEXT STEPS

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

ESUCC Vision (79-1246)

•The Educational Service Unit Coordinating Council shall work toward **statewide coordination** to provide the most **cost-effective** services for the students, teachers, and school districts in each educational service unit. The council's duties include, but are not limited to:

- Preparation of strategic plans to assure the **cost-efficient** and **equitable delivery** of services across the state;
- Administration of statewide initiatives and provision of statewide services; and
- Coordination of distance education.

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Project Goals:

- Develop and implement an integrated ecosystem governed by policies and practices to allow relevant teaching and learning applications and tools to integrate seamlessly to share data elements for the improvement of student learning and reporting across the state.

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Project Objective (One)

Develop an integrated technology ecosystem through a secure, trusted data infrastructure (ADVISER) by integrating multiple technology systems through a single-sign-on portal.

- Best practice, reference development
  - Security Assessment
  - Security policy development
  - Hosting & data infrastructure
- Service enhancements and Sustainability
  - App launch portal
  - Single sign-on experience

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Project Objective (Two)

Design an integrated system application for the AAP (Academic Advancement Plan) and SRS (Student Record System) with ADVISER to address the needs of at-risk and high-needs students.

- Data interoperability and automation
  - AAP and SRS systems will publish and synchronize data with the ADVISER data store
  - Through the data store, data will be available to district applications and for state reporting purposes
  - Improved tracking and transfer of data for system—involved and high-needs students
- User experience enhancements and Sustainability
  - Simpler/User Friendly workflow
  - Intelligent automation and verification
  - Improved data quality

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Project Objective (Three)

Use technology to innovate student learning in the classroom and improve academic/employment outcomes through a BlendED/Personalized Learning Environment.

- Improved equity of access to online resources statewide
- For students:
  - Online modules and courses
  - Advanced and dual-credit courses
  - Global connections – virtual field-trips and experiences
- For educators: (Support and Sustainability)
  - professional development
  - instructional coaching/mentoring

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Project Objective (Four)

Provide a baseline collection of on-line digital resources for student access improving college and career readiness through NROC/EdReady.

- NROC (National Repository of On-line Courses) – non-profit organization focused on college and career readiness
- EdReady – personalized learning system developed by NROC
  - Personalized learning path for every student (Equity of Access)
  - Tailored for the student's needs in the areas of college math and English
  - Provides real-time student performance data to students, teachers and administrators
- Support and Sustainability

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Project Objective (Five)

Develop statewide software (SIMPL: Service Implementation Matrix Process and Log) for visualization and rapid analysis of evidence-based professional development and instructional practice to drive informed decision making.

- A data tool supporting the continuous improvement process for ESU and school district administration
- Repository of services available to school districts or provided by ESUs
- Consolidates service data collection and tracking
- Facilitates analysis of efficiency and market cost of services
- Designed to collect data to support ESSA requirements for evidence-based professional development

Data-Driven Ecosystem Enhancing Teaching And Improving Learning for Students (DE²TAILS)

Evaluation Design (RMC Research Corporation)

- Method: A mixed-methods design to conduct both formative and summative evaluations.
- Stage 1 Evaluation: focusing on technology infrastructure implementation.
- Stage 2 Evaluation: investigating project impact on teacher and student outcomes.
- Stage 1 and 2: documenting implementation challenges, successes, and progress.

A) What is the Data Cadre and what does it do?

One of the Statewide Longitudinal Data System (SLDS) grant goals was to establish a data collection and analysis process, and to provide data literacy training to educators across the state. The goal is that all Nebraska educators are data literate and can readily engage in the processes for continuous improvement. The Data Cadre was formed to address this goal.

Individuals from multiple NDE departments, post-secondary institutions and from many ESUs make up the Data Cadre. The cadre researched various data collection and analysis processes which led them to select Victoria Bernhardt's (EFF-Education for the Future) book, Data Analysis for Continuous School Improvement, as the resource used to develop Nebraska's plan for data literacy.

Summary of Data Cadre work:

- Deliver training on Nebraska Data Literacy and VB processes & protocols at Fall Continuous School Improvement workshops held across the state
- Participate in Nebraska data reporting systems workgroups
- Participate on NSCAS Report Task Force
- ADVISER training based on VB/EFF protocols
- Collaborate with CCSI (Committee for Coordination of Systemic Improvement) work
- Develop online training and support materials (data literacy)
- Work with ESUCC to provide PDO training on VB processes and protocols

B) How might the Data Cadre support the use of data by each of the ESUPDO workgroups?

- Provide a data inventory to help workgroups identify what data they need, where to find it, and who can access the data (Provided at January PDO)
- Provide a template to help workgroups develop a data-based action plan (Provided at January PDO)
- Use workgroup time and opportunities to model best practices for continuous improvement
- Provide support to workgroups
    - groups may be at various levels
    - Data Cadre would be responsive to a needs assessment
    - each workgroup may have a Data Cadre member to provide guidance/support
- Provide PDO-wide training in VB data analysis processes and protocols (based on needs assessment)

C) How does the ESUCC PD Committee envision the Data Cadre supporting ESUPDO Workgroups? (Please add your suggestions below.)

- **Ideas shared by ESUCC (prior to conversation)**
    - Development of a format/process for identifying, collecting, and utilizing data
    - Cross-affiliate understanding of the value of, purpose for, and process of data analytics
    - Development of best practices for data analysis within each workgroup and ESUCC
    - Ongoing support and guidance for each group and individuals within the PDO Process

D) What ESUCC PD Committee and ESUCC might consider to promote the use of data

- Specific, active, stated support for the use of VB data processes/protocols by each ESUPDO workgroup.
    - Note: "Data Analysis: Schools, Districts, Regions, ESUs, State", is one of the priority themes that NDE/ESUCC identified in October 2017.
    - Note: "Data to Support Teaching and Learning" is one of the priority themes that NDE/PDO identified in September 2017 meeting.
- Action items:
    - Approval of workgroup action plan template/format including support of data use.
    - Emphasis on data-driven decision making by ESU PDO Workgroups. Data Cadre could provide guidance to each ESU PDO Workgroup to provide resources and protocols.
    - Collaborative facilitation at the May PDO to introduce Strengths/Challenges/Implications Protocol and to review the definitions of goals, objectives and strategies as shared in January. (Presentation 20-30 minutes)

ESU Coordinating Council
Professional Development Committee Meeting
March 7, 2018 at 4:00 PM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 4:03 PM.

DeTurk ESU 02:	Present
McNiff ESU 05:	Absent
Polk ESU 07:	Present
Lofquist ESU 09:	Present
West ESU 13:	Present
Paulman ESU 16:	Present
Wickham ESU 19:	Present

1. Call to Order
Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site**.**

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 4:03 p.m.

2. Roll Call

3. Agenda Item

3.1. Brad Portin: ESSA Leadership and Learning Community (ELLC)

Brad Portin provided an overview of the ELLC project, some of the work that is being done,

action steps and a timeline. The purpose of ELLC is to assist states in using ESSA funding. This project includes 10 states, including Nebraska.

3.2. PDO Meetings

Executive Director reported that the PD planning committee has met and they are working to put an agenda together.

3.3. Data Cadre Overview
Data Cadre
Marylou Jasnoch and Russ Masco provided an explanation of the Data Cadre. Discussions were held regarding the possibility of the Data Cadre and PD groups working together. Data Cadre can help provide information to assist the PD groups in making informed decisions. The committee agrees that we should move forward and support this relationship.

3.4. Master Service Agreement 2018-2019

3.4.1. Approve SDA Budget Requests
Strategist Meeting/Book Study/Etc - $980
SDA The Main Idea - $750
SDA Training - $15,000
Strategist Meeting/Book Study/Etc - $980
SDA The Main Idea - $750
SDA Training - $15,000

Approve SDA Budget Requests for 2018-2019 Passed with a motion by Lofquist ESU 09 and a second by Paulman ESU 16.

DeTurk ESU 02:	Yea
Polk ESU 07:	Yea
Lofquist ESU 09:	Yea
West ESU 13:	Yea
Paulman ESU 16:	Yea
Wickham ESU 19:	Yea

Yea: 6, Nay: 0

3.4.2. Approve MSA PDO Funds
Total to be invoiced for each ESU will be $4,131 ($70,230/17) for 2018-2019. In 2017-2018 the amount was $4,468 ($75,950).

Total to be invoiced for each ESU will be $4,131 ($70,230/17) for 2018-2019. In 2017-2018 the amount was $4,468 ($75,950).

Recommend approval of MSA PDO amount of $4,131 per ESU. Passed with a motion by DeTurk ESU 02 and a second by Wickham ESU 19.

DeTurk ESU 02:	Yea
Polk ESU 07:	Yea
Lofquist ESU 09:	Yea
West ESU 13:	Yea
Paulman ESU 16:	Yea
Wickham ESU 19:	Yea

Yea: 6, Nay: 0

3.5. NDE Update

Overview. Additional information will be provided at the regular ESUCC meeting.

3.5.1. Strategic Plan

A presentation will be provided at the Regular ESUCC meeting.

3.5.2. ESSA Update

It was noted that a couple of updates have been sent.

3.5.3. Committee for Continuous Systemic Improvement (CCSI)

3.6. Innovative Grant

3.7. ADVISER/Virtual Support Team (VST) Update
Virtual Support Team

Updates are being reviewed and they are working to get it operational by the Data Conference,

April 17th.

4. Next Meeting Agenda Items

Advisor Update

5. Executive Session
The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, 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; and (e) legal advice.
Explanation
At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.
PROPOSAL:
That the Board hold a closed session:
1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. Adjournment

Meeting adjourned at 4:59 p.m.

ESUPDO Budget Requests 2017-18

	ESU-Funded Expenses	Self-Supporting Expenses	Per-Attendee Expenses ($20/registration)	
General ESUPDO Expenses				
Salaries				50% of Deb's pay was to come out of PDO
Benefits				
Postage	$250.00			
Supplies	$500.00			nametags and stuff for meetings
Legal Fees	$1,000.00			contract review
Travel Remibursements	$1,000.00			Deb Travel to PDO
Collaborative Training (PDO event	$9,000.00		$3,500.00	
Contracted Services	$4,000.00			ESUPDO website
TLT Leadership Meetings			$1,000.00	food for meetings
TLT Meetings				
TLT Training	$8,000.00			Fall and Spring Training
TLT Digital Citizenship	$1,000.00			Support Digital Citizeship Symposium
NOC Subscription	$5,000.00			Currently through New Horizons
NOC Business Meeting			$1,500.00	food/meetings
NOC Network Security / Admin	$21,000.00		$1,550.00	up to $3000/7 trainings - or large group meetings

SDA Strategist Meetings	$800.00		$780.00	meals and two book studies
SDA The Main Idea	$750.00			
SDA Meetings			$3,300.00	meals
SDA Training	$4,600.00			Sue Presler/Tell me so I can hear you: feedback to promote teacher growth
			$2,400.00	meal
			$1,000.00	outside participants
ESPD Bus Meeting / Training			$1,000.00	food 3 meetings
ESPD IEP Training		$14,000.00		NDE grant
BlendEd Printing & Supplies	$300.00			
BlendEd AV Materials (resources)	$750.00			
BlendEd Travel & Conferences	$18,000.00			
NWEA Fees		$104,000.00	$250.00	Addressed in the MSA
NWEA Training		$150,000.00		
Crisis Prevention - Training		$40,000.00		
	$75,950.00	**$308,000.00**	**$16,280.00**	Total
	$4,468		**$957.65**	Per ESU

ESUPDO Budget Requests 2018-19

	ESU-Funded Expenses	Self-Supporting Expenses	Per-Attendee Expenses ($20/registration)	
General ESUPDO Expenses				
Salaries				
Benefits				
Postage	$250.00			
Supplies	$500.00			nametags and stuff for meetings
Legal Fees	$1,000.00			contract review/ESPD Mtg
Travel Remibursements	$1,000.00			Deb Travel to PDO
Collaborative Training (PDO events)	$9,000.00		$3,500.00	
Contracted Services	$4,000.00			ESUPDO website
TLT Leadership Meetings			$1,000.00	food for meetings
TLT Marshall Memo	$750.00			up to 999 recipients
TLT Meetings				
TLT Training	$9,000.00		$600.00	Fall and Spring Training
TLT Digital Citizenship	$1,000.00		$600.00	Support Digital Citizeship Symposium
NOC Subscription	$6,000.00			will come due 5/15/19
NOC Business Meeting			$1,500.00	food/meetings
NOC Network Security / Admin	$21,000.00	$20,000.00	$1,550.00	up to $3000/7 trainings - or large group meetings
SDA Strategist Meetings	$980.00		$900.00	meals and two book studies
SDA The Main Idea	$750.00			up to 999 recipients
SDA Meetings			$3,300.00	meals
SDA Training	$15,000.00			Rich Allen - Training with the Brain in Mind
			$2,400.00	meal
			$6,000.00	outside participants

ESPD Bus Meeting / Training			$1,000.00	food 3 meetings
ESPD IEP Training				NDE grant
BlendEd Printing & Supplies	$0.00			
BlendEd AV Materials (resources)	$0.00			
BlendEd Travel & Conferences	$0.00			
NWEA Fees		$0.00		Addressed in the MSA NWEA section
NWEA Training		$0.00		
Crisis Prevention - Training		$70,000.00		
	$70,230.00	**$90,000.00**	**$22,350.00**	Total
	$4,131		**$1,314.71**	Per ESU

Professional Development Committee Meeting
Wednesday, March 7, 2018 4:00 PM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Brad Portin: ESSA Leadership and Learning Community (ELLC)
Brad Portin

3.2. PDO Meetings
Committee Chair

3.3. Data Cadre Overview
Russ Masco

3.4. Master Service Agreement 2018-2019
Executive Director Ludwig

3.4.1. Approve SDA Budget Requests
Committee Chair

3.4.2. Approve MSA PDO Funds
Committee Chair

3.5. NDE Update
Russ Masco/Janine theiler

3.5.1. Strategic Plan
Janine Theiler/Russ Masco

3.5.2. ESSA Update
Janine Theiler

3.5.3. Committee for Continuous Systemic Improvement (CCSI)
Janine Theiler/Russ Masco

3.6. Innovative Grant

3.7. ADVISER/Virtual Support Team (VST) Update
Executive Director Ludwig/Scott Isaacson

4. Next Meeting Agenda Items
Committee Chair

5. Executive Session
Committee Chair

6. Adjournment
Committee Chair

ESUPDO Budget Requests 2017-18

	ESU-Funded Expenses	Self-Supporting Expenses	Per-Attendee Expenses ($20/registration)	
General ESUPDO Expenses				
Salaries				50% of Deb's pay was to come out of PDO
Benefits				
Postage	$250.00			
Supplies	$500.00			nametags and stuff for meetings
Legal Fees	$1,000.00			contract review
Travel Remibursements	$1,000.00			Deb Travel to PDO
Collaborative Training (PDO event	$9,000.00		$3,500.00	
Contracted Services	$4,000.00			ESUPDO website
TLT Leadership Meetings			$1,000.00	food for meetings
TLT Meetings				
TLT Training	$8,000.00			Fall and Spring Training
TLT Digital Citizenship	$1,000.00			Support Digital Citizeship Symposium
NOC Subscription	$5,000.00			Currently through New Horizons
NOC Business Meeting			$1,500.00	food/meetings
NOC Network Security / Admin	$21,000.00		$1,550.00	up to $3000/7 trainings - or large group meetings

SDA Strategist Meetings	$800.00		$780.00	meals and two book studies
SDA The Main Idea	$750.00			
SDA Meetings			$3,300.00	meals
SDA Training	$4,600.00			Sue Presler/Tell me so I can hear you: feedback to promote teacher growth
			$2,400.00	meal
			$1,000.00	outside participants
ESPD Bus Meeting / Training			$1,000.00	food 3 meetings
ESPD IEP Training		$14,000.00		NDE grant
BlendEd Printing & Supplies	$300.00			
BlendEd AV Materials (resources)	$750.00			
BlendEd Travel & Conferences	$18,000.00			
NWEA Fees		$104,000.00	$250.00	Addressed in the MSA
NWEA Training		$150,000.00		
Crisis Prevention - Training		$40,000.00		
	$75,950.00	**$308,000.00**	**$16,280.00**	Total
	$4,468		**$957.65**	Per ESU

ESUPDO Budget Requests 2018-19

	ESU-Funded Expenses	Self-Supporting Expenses	Per-Attendee Expenses ($20/registration)	
General ESUPDO Expenses				
Salaries				
Benefits				
Postage	$250.00			
Supplies	$500.00			nametags and stuff for meetings
Legal Fees	$1,000.00			contract review/ESPD Mtg
Travel Remibursements	$1,000.00			Deb Travel to PDO
Collaborative Training (PDO events)	$9,000.00		$3,500.00	
Contracted Services	$4,000.00			ESUPDO website
TLT Leadership Meetings			$1,000.00	food for meetings
TLT Marshall Memo	$750.00			up to 999 recipients
TLT Meetings				
TLT Training	$9,000.00		$600.00	Fall and Spring Training
TLT Digital Citizenship	$1,000.00		$600.00	Support Digital Citizeship Symposium
NOC Subscription	$6,000.00			will come due 5/15/19
NOC Business Meeting			$1,500.00	food/meetings
NOC Network Security / Admin	$21,000.00	$20,000.00	$1,550.00	up to $3000/7 trainings - or large group meetings
SDA Strategist Meetings	$980.00		$900.00	meals and two book studies
SDA The Main Idea	$750.00			up to 999 recipients
SDA Meetings			$3,300.00	meals
SDA Training	$15,000.00			Rich Allen - Training with the Brain in Mind
			$2,400.00	meal
			$6,000.00	outside participants

ESPD Bus Meeting / Training			$1,000.00	food 3 meetings
ESPD IEP Training				NDE grant
BlendEd Printing & Supplies	$0.00			
BlendEd AV Materials (resources)	$0.00			
BlendEd Travel & Conferences	$0.00			
NWEA Fees		$0.00		Addressed in the MSA NWEA section
NWEA Training		$0.00		
Crisis Prevention - Training		$70,000.00		
	$70,230.00	**$90,000.00**	**$22,350.00**	Total
	$4,131		**$1,314.71**	Per ESU

SDA Main Idea Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email:swhisler@esu4.net, jdowning@esu13.org
Phone: 402-274-4345, 308-635-3646

Contractor/Company: None
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: SDA Main Idea Subscription

$750 yearly subscription fee. This fee covers all SDA members.

How does subscription align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- THE MAIN IDEA helps to bridge that gap by providing school leaders with the best current education ideas and practices. Through in-depth 8-page summaries of current education books, and suggestions for implementing those ideas, THE MAIN IDEA empowers education leaders with the knowledge and tools to improve student learning. www.themainidea.net

- continued communication of best practices in education that increase knowledge of SDA members to enhance the implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

SDA Training Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email:swhisler@esu4.net, jdowning@esu13.org Phone: Suzanne 402.274.4354

Contractor/Company: None
Presenter: Dr. Rich Allen
Email: rich@drrichallen.com
Phone: 340-244-3824
Address: City, State, Zip:
Point of Contact: Dr. Rich Allen

Workshop Title: Training with the Brain in Mind; Humane Presentations
Date of Workshop: November 7-8, 2018, ESU 3. (times to be determinded)
Projected cost of workshop (include presenter fees, materials, expenses, etc):

- Presenter Fees: $7500 per day (all inclusive) x 2 days = $15,000
- Book – Humane Presentation $15 per person. 60 x $15 = $900 (the books are optional)
- Meals/Snacks for 60 people @ $20 each x 2 days = $2400. The food expense of $2400 is billed back to each participant's ESU.
- We plan to open this workshop up to other ESU affiliate groups as well as school personnel up to the count of 80 people. Each school personnel participant will be charged $300 to attend the 2-day workshop. Projected Cost for school personnel include $800 meals/snacks for 20 people @ $20 each x 2 days, materials cost: handouts and book (optional) $20 x 20 people = $400 Total projected revenue $6000 ($300 x 20)
- Workshop Costs: $15,000 + $900 + $2400 = $18,300, $2400 being recouped by ESUs, $1200 being recouped from school personnel participants to cover costs of handouts, book, meals and snacks.
- Grant Total: $18, 300

This proposed training is requested by SDA members to support the needs of their districts through meaningful and well-delivered trainings that engage all participants. SDA Strategists investigated the following national experts in the area of provided effective trainings.

Presenter	Topic	Costs (presenter fees, materials, expenses, etc.)	Contact Information
LeAnn Nickelsen (has the days saved for us until Jan.) Has been trained by Dr. Eric Jensen	Brain-Based Learning Teaching with Poverty in MInd Formative Assessment to Double the Speed of Learning	$5,500 per day Can lump expenses together or send receipts for reimbursement	https://www.maximizelearninginc.com/ lnickelsen@comcast.net Phone # 513-293-2078

Rich Allen	Training with Brain in Mind	$15000 some flexibility (all inclusive)	rich@drrichallen.com
Tina Boogren	Training Tips	$6500 per day (all inclusive)	Sean Duncan sean.duncan@marzanoresearch.com
Toni Prickett	Adaptive Schools	Not available on our dates in 18-19 $3000 per day, so it would be $12,000 for the 4 days plus expenses (rental car, fuel, hotel, meals)	tonip@regioninsights.com

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- a system of supports for schools and student achievement.
- improve and support state and local accountability.
- continued communication and collaboration with partners and stakeholders by increasing knowledge in training and implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:

Contract sent: Date Received:
W-9/W4NA: Date Received:

PDO Training Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email: swhisler@esu4.net jdowning@esu13.org
Phone: 402-274-4354, 308-635-3646

Contractor/Company: None
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: SDA Business Meetings
Date of Workshop: September 13, 2018, January 22, 2019, May 7, 2019 (Tentative)
Projected cost of workshop (include presenter fees, materials, expenses, etc): Total: $3,300 (Billed back to each person's ESU); Meals/Snacks for 55 people @ $20 each x 3 dates

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- a system of supports for schools and student achievement.
- improve and support state and local accountability.
- continued communication and collaboration with partners and stakeholders by increasing knowledge in training and implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

SDA Strategists Form

Contact Person/Affiliate Chair: Suzanne Whisler and Julie Downing
Affiliate: Staff Development
Email: swhisler@esu4.net jdowning@esu3.org
Phone: 402-274-4354, 308-635-3646

Contractor/Company: None
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: SDA Strategist Meetings

Date of Workshop: September 12, 2018, November 6, 2018, January 21, 2019, April 8, 2019, May 6, 2019 (December and March are zoom meetings)Projected cost of workshop (include presenter fees, materials, expenses, etc): Total: $900 meals/ snacks $15 x 10 for 6 dates (Billed back to each person's ESU); $400 Strategist Book Study text; $400 $40 x 10; Mentor/Mentee Text Book Study (Actual expenses may be greater dependent on the number of mentees); $180 room charge for ESU 3 room usage in September, November and April for Strategist meetings ($60 x 3 meetings = $180)

Total: $1880

How does workshop align with ESU CC Goals and ESUCC/NDE priority areas?
These meetings provide:

- a system of supports for schools and student achievement.
- improve and support state and local accountability.
- continued communication and collaboration with partners and stakeholders by increasing knowledge in training and implementation of the Statewide Data System, Teacher/Principal Evaluation, BlendEd, and other NDE initiatives that may arise.

Office Use:
Contract sent: Date Received:
W-9/W4NA: Date Received:

ESUCC Special Education Committee Update
March 2017

AAP Website

- Provided AAP demonstration for Terri Norris, the coordinator for OPS Information Services
    - Terri was actually planning to develop her own version of AAP until she learned that we have already built it
    - She has been extremely enthusiastic, and is a good ally for us to have
- Provided AAP demonstration for Boys Town and OPS staff
    - We had a great discussion on how AAP could help improve communications between Interim Program Schools and the student's public school of residence
- Provided AAP demonstration for Craig McLey, the Administrator at Morton School in Lincoln, and Nebraska Youth Academy in Hastings.
    - Craig expressed some doubts about the efficacy of the AAP site at a previous state-wide Interim Program School Meeting last summer.
    - We helped clear up some misconceptions that he had
    - We listened to his concerns, and came up ways to address them

Project Para

- Reworking summary reports
- Finishing up on new School Accountability Module
- Updating Administrative pages
    - These are the behind the scenes

SRS

- Added Prior Written Notice form to IEP
    - Districts may choose whether or not they want to use this new feature
    - PWN will print as a stand-alone form
- ADVISER/SRS Interoperability Project
    - Pilot will start this week
        - The following districts will help us pilot these new features: Bruning-Davenport, Fairbury, Tri-County, Winnebago
    - Applied to demonstrate the new features at the upcoming AQuEST Conference
    - Will join NDE staff at ADVISER workdays at each ESU starting this week.
- Zend Framework 3 Conversion
    - Student Search screen is nearly complete
        - New design has been implemented
        - New screen will be ipad friendly

    - Next steps = Welcome Screens and Personnel Profile Page
- Print Standardization and Archiving
    - Over the years we have used multiple form printing methods.
        - Mike has streamlined this process so that we just have one printing method that will work on old and new forms alike
        - This eliminated the need to convert all of the old forms to Zend Framework, which would have been extremely time consuming.
    - We have started archiving old form PDFs so that our users will eventually be able to access any of their student's old forms, even if they have moved out of the district.
        - Districts will be able to access any form that was created in their district.

ESU Coordinating Council
Special Population Committee Meeting
March 7, 2018 at 1:00 PM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 3:02 PM.

Paul Calvert:	Absent
DeTurk ESU 02:	Present
McNiff ESU 05:	Absent
Polk ESU 07:	Present
Lofquist ESU 09:	Present
Erickson ESU 17:	Absent
Standish ESU 18:	Present

1. Call to Order
Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site and host site**.**

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 3:02 p.m.

2. Roll Call

3. Agenda Item

3.1. Nebraska Systems of Care (NeSOC)

3.2. NDE Special Education Update

Steve Milliken gave an update. Meetings are being held to promote communication and transparency.
Briefly discussed a few legislative bills including, LB1052, LB998, and LB801.

3.2.1. Provisional Special Education Staff: Reimbursement

Milliken reported that a clarification document will be sent soon Federal law does not allow them to provide provisional certification. Federal dollars cannot be used to reimburse for an intern, some State reimbursement may apply. New stipulations do not take affect until the 2019-2020 school year.

3.2.2. AT Grant and its future

Steve Milliken gave an overview. Information is being gathered, RFP deadline is March 31st. Concern was expressed for those in need of training, devices, etc. within low-incident areas. Milliken assured the committee that the RFP will include capacity to meet the needs of smaller districts.

3.3. Behavioral Health: LB 998

Committee discussed LB998. 6/2 vote to come out of legislative committee. It was noted the LB998 could help provide data and identify gaps. This bill may go to the floor on Friday, March 9th. Ludwig will forward a list of talking points to the ESU administrators.

3.4. SRS: Illini Cloud Discussion

Executive Director Ludwig reported that the Illini Cloud is interested in SRS. Ludwig has been meeting with them and Karen (KSB) to look at the possibility of creating a partnership (Interlocal Agreement). This could help expand the program, further development, and may be a source of revenue for ESUCC. It was noted that the Illini Cloud would like to have something in place by the end of Summer 2018. Ludwig will continue to move forward with these discussions.

3.5. MSA 2018-2019

3.5.1. Approve SRS Fees
Current participating each ESU pays a fee of $5,500 to fund the Special Education Project.
Current participating each ESU pays a fee of $5,500 to fund the Special Education Project.

Recommend to approve SRS Fees for 2018-19 as $5500. Passed with a motion by Polk ESU 07 and a second by DeTurk ESU 02.

DeTurk ESU 02: Yea
Polk ESU 07: Yea
Lofquist ESU 09: Yea
Standish ESU 18: Yea
Yea: 4, Nay: 0

3.5.2. Approve SRS Tier Structure
Increase of 5%

2018-19	**2019-20**	**Tier**
$158	**$166**	**<100**
$410	**$430**	**100-249**
$817	**$858**	**250-499**
$2,453	**$2,576**	**500-999**
$3,271	**$3,435**	**1000-1999**
$4,089	**$4,293**	**2000-3999**
$8,175	**$8,584**	**4000-17999**

Purposed Increase of 5%:

2018-19	**2019-20**	**Tier**
$158	**$166**	**<100**
$410	**$430**	**100-249**
$817	**$858**	**250-499**
$2,453	**$2,576**	**500-999**
$3,271	**$3,435**	**1000-1999**
$4,089	**$4,293**	**2000-3999**
$8,175	**$8,584**	**4000-17999**

Recommend to approve the SRS Tier Structure at a 5% increase as purposed. Passed with a motion by Polk ESU 07 and a second by Lofquist ESU 09.

DeTurk ESU 02: Nay
Polk ESU 07: Yea
Lofquist ESU 09: Yea

Standish ESU 18: Yea
Yea: 3, Nay: 1

3.6. Wade Fruhling - SRS Report

3.6.1. AAP

- Provided AAP demonstration for Terri Norris, the coordinator for OPS Information Services
    - Terri was actually planning to develop her own version of AAP until she learned that we have already built it
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3.6.2. Project Para

- Reworking summary reports
- Finishing up on new School Accountability Module
- Updating Administrative pages
    - These are the behind the scenes

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    - These are the behind the scenes

3.6.3. SRS Report

- Added Prior Written Notice form to IEP
    - Districts may choose whether or not they want to use this new feature
    - PWN will print as a stand-alone form
- ADVISER/SRS Interoperability Project
    - Pilot will start this week
        - The following districts will help us pilot these new features: Bruning-Davenport, Fairbury, Tri-County, Winnebago
    - Applied to demonstrate the new features at the upcoming AQuEST Conference
    - Will join NDE staff at ADVISER workdays at each ESU starting this week.
- Zend Framework 3 Conversion
    - Student Search screen is nearly complete
        - New design has been implemented
        - New screen will be ipad friendly
    - Next steps = Welcome Screens and Personnel Profile Page
- Print Standardization and Archiving
    - Over the years we have used multiple form printing methods.
        - Mike has streamlined this process so that we just have one printing method that will work on old and new forms alike
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4. Next Meeting Agenda Items

5. Executive Session

The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, 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; and (e) legal advice.
Explanation
At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.
PROPOSAL:
That the Board hold a closed session:
1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. Adjournment

Meeting adjourned at 4:03 p.m.

Special Population Committee Meeting
Wednesday, March 7, 2018 1:00 PM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Nebraska Systems of Care (NeSOC)
Nathan Busch

3.2. NDE Special Education Update
Steve Milliken

3.2.1. Provisional Special Education Staff: Reimbursement
Steve Milliken

3.2.2. AT Grant and its future
Steve Milliken

3.3. Behavioral Health: LB 998
Committee Chair

3.4. SRS: Illini Cloud Discussion
Executive Director Ludwig

3.5. MSA 2018-2019

3.5.1. Approve SRS Fees
Executive Director Ludwig

3.5.2. Approve SRS Tier Structure
Executive Director Ludwig

3.6. Wade Fruhling - SRS Report
Wade Fruhling

3.6.1. AAP

3.6.2. Project Para
Wade Fruhling

3.6.3. SRS Report
Wade Fruhling

4. Next Meeting Agenda Items
Committee Chair

5. Executive Session
Committee Chair

6. Adjournment
Committee Chair

BROMM NIELSEN & MINES

LOBBYING • GOVERNMENT RELATIONS • ISSUE MANAGEMENT

LOBBY RETAINER AGREEMENT

Educational Service Unit Coordinating Council (Client) hereby retains Bromm, Nielsen & Mines, LLC, (Lobbyist) to represent the Client before the Nebraska Legislature during the 2018 interim, and the 2019 and 2020 Legislative Session through October 1, 2020. The purpose is to provide lobby services to monitor educational related issues of concern to the Client.

The Client agrees it will pay on the following schedule:
$13,750.00 for lobbying and $200.00 registration fee on or before November 1, 2018
$13,750.00 on or before March 1, 2019
$13,750.00 for lobbying and $200.00 registration fee on or before November 1, 2019
$13,750.00 on or before March 1, 2020

If unexpected or unusual expenses are expected to be incurred, the Lobbyist will obtain prior approval from the client prior to incurring any such additional expenses.

The Lobbyist will report directly to the Executive Director, David M. Ludwig. Lobbyist will attend relevant meetings and hearings, monitor the relevant legislation, consult on strategy and other communications with Senators. Lobbyist will file all reports with the Accountability and Disclosure Commission required by law to be filed by the retained Lobbyist. The Client will file all reports with the Accountability and Disclosure Commission required to be filed by principal.

Dated this _____ day of _____, 2018.

EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL

By_____
David M. Ludwig,
Executive Director

BROMM, NIELSEN & MINES, LLC

By_____
Jason Bromm

Bromm, Nielsen & Mines

Educational Service Unit Council

Weekly Report for Bills of Interest on 03/01/2018

Document	Description	Position	Committee	Hearing Date	Status
LB14	(Krist) Require successful completion of a civics examination as a prerequisite to high school graduation	Monitor	Education	03/20/2017	In Committee
	LB 14 requires that, beginning in school year 2018-19, the civics portion of the naturalization test used by the U.S. Citizenship and Immigration Services be taken by every Nebraska high school student to demonstrate knowledge and understanding of the fundamentals of U.S. history and the principles of the government of the U.S. *The civics test would incorporate the 100 questions listed on a test that is identical to the civics portion of the naturalization test used by the U.S. Citizenship and Immigration Services (as required by 8 U.S.C. 1423).* *• Each high school student must correctly answer at least 70% of the questions on the civics test as a prerequisite to graduation.* *• Each school district may determine the method and manner in which to administer the civics test to each student.* *• A student may take the test, in whole or in part, at any time after enrolling in grade nine and may repeat the test, or any portion, as often as necessary to achieve the required score.* *• A student may be exempted from the requirement of this section by the student's individualized education plan (IEP).* *• A school district may not impose or collect any fees or charges in connection with the civics test.*				Title printed. Carryover bill Brewer name added Krist AM625 filed McCollister name added Notice of hearing for March 20, 2017 Notice of hearing for January 17, 2017 (cancel) Groene MO5 prevailed Groene MO5 Permit cancellation of hearing on January 17, 2017 filed Notice of hearing for January 17, 2017 Referred to Education Committee Date of introduction
LB44	(Watermeier) Adopt the Remote Seller Sales Tax Collection Act	Monitor	Revenue	01/27/2017	Select File Watermeier Priority Bill
	LB 44 would increase state sales tax revenue through collection of taxes on Internet purchases. The bill provides findings that the inability to effectively collect the sales or use tax from remote sellers who deliver tangible personal property, products delivered electronically, or services directly into Nebraska is seriously eroding Nebraska's sales tax base, causing revenue losses and imminent harm to the state through the loss of critical funding for state and local services. *The bill contains the emergency clause.*				Watermeier AM1822 filed Watermeier priority bill McCollister name added Watermeier AM1465 filed Title printed. Carryover bill Chambers FA64 pending Chambers FA64 pending Chambers FA64 filed Chambers FA64 pending Watermeier AM1074 filed Watermeier AM1074 pending Attorney General's Opinion 17-002 to Kuehn Placed on Select File Advanced to Enrollment and Review Initial Placed on General File Watermeier priority bill Notice of hearing for January 27, 2017 Referred to Revenue Committee Date of introduction
LB52	(Schumacher) Adopt the Modern Tax Act	Monitor	Revenue	01/18/2017	In Committee
	LB 52 creates the Modern Tax Act and would impose a tax at a rate of 5.5% on the amount of				Title printed. Carryover bill

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	interest paid by a qualified debtor on any eligible loan. *Eligible loan would include loans for real estate, Uniform Commercial Code filings, loans secured by a security or commercial paper held in or delivered to a creditor in Nebraska, a loan for a vehicle, or any loan over which Nebraska courts have jurisdiction and venue in an action for default in payment.* *The bill specifically excludes loans to governmental entities.*				Notice of hearing for January 18, 2017 Referred to Revenue Committee Date of introduction
LB58	(Kintner) Change provisions relating to participation in extracurricular activities *LB 58 changes existing provisions under part-time enrollment (§ 79-2,136). The bill states that any student who withdraws from a public school to enroll as a homeschool student may not participate in an extracurricular activity in any public school district for 365 days after the date the student withdraws from the public school.* *The bill requires each school board to establish policies and procedures to allow the participation of any homeschool student in any extracurricular activities to the same extent and subject to the same requirements, conditions, and procedures as students enrolled in the public school governed by such board.* *Note: Existing law (§ 79-2,126) defines "extracurricular activities" as student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district.* *LB 58 provides that the policies and procedures may require homeschool students participating in extracurricular activities to be continuously enrolled in no more than one course per semester offered for credit by such school and may require them to follow school policies that apply to other students when present on school grounds or at a school-sponsored activity or athletic event.* *Participation in extracurricular activities would not entitle a student to transportation, except to and from practices and events to the same extent as public school students participating in such activities, or transportation reimbursement.*	Monitor	Education	01/30/2017	In Committee Title printed. Carryover bill Craighead name added Notice of hearing for January 30, 2017 Referred to Education Committee Date of introduction
LB90	(Hughes) Require public entity to provide accommodations where Auditor of Public Accounts employee conducts audit or examination	Monitor	Government, Military and Veterans Affairs	01/19/2017	In Committee Title printed. Carryover bill Notice of hearing for January 19, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB103	(Murante) Change provisions relating to accelerated or differentiated curriculum and require establishment of focus groups *LB 103 is aimed at strengthening and expanding existing provisions related to gifted education.* *Under current law, NDE is authorized to employ a full-time consultant trained and experienced in the field of education for learners with high ability. The consultant must encourage, advise, and consult with each school of the state in the development and implementation of plans for gifted education and must monitor the implementation of laws related to gifted education, including the newly proposed provisions of LB 103.* *The bill is applicable to all school districts but appears to take particular aim toward member*	Monitor	Education	01/23/2017	In Committee Title printed. Carryover bill Ebke name added Notice of hearing for January 23, 2017 Referred to Education Committee Date of introduction

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	school districts of a learning community. *Under LB 103, each school district within a learning community providing an approved accelerated or differentiated curriculum program must establish a high-ability learners' focus group. Each focus group must include:* *• Parents of learners with high ability from elementary, middle school, and high school grade levels as defined by the school district;* *• Teachers from an approved accelerated or differentiated curriculum program from elementary, middle school, and high school grade levels; and* *• Administrators with responsibilities directly related to the school district's approved accelerated or differentiated curriculum programs.* *The focus group may also include a representative from a statewide organization that advocates for meeting the educational needs of learners with high ability. A preference must be given in the selection of teacher members to teachers with endorsements specific to teaching learners with high ability who teach in approved accelerated or differentiated curriculum programs in the school district. The majority of each focus group must be made up of parents of learners with high ability.* *Each focus group must:* *(a) Explore ways for parents and students to play an ongoing, integral role in the district's approved accelerated or differentiated curriculum program;* *(b) Annually receive and review data and reports submitted by the school district pertaining to gifted education;* *(c) Annually review the expenditure of lottery funds and matching funds distributed to the district during the past school year and the budgeted expenditures of the funds for the current school year; and* *(d) Study any issues related to the education of learners with high ability that the focus group deems appropriate.*				
LB107	(Crawford) Prohibit sexual assault of a patient, client, or student as prescribed *LB 107 amends the Nebraska Criminal Code and relates to sexual abuse of students, patients or clients in the care of health professionals, school volunteers and employees, volunteers and employees of youth centers, and people who occupy positions of special trust.* *For purposes of education, LB 107 provides a list of employee classifications that would be included, from teachers to principals, home/school visitors to janitors, cafeteria workers to bus drivers, teacher aides to directors of vocational education.* *Note: Employee does not include a student, patient, or client employed at the school or youth facility or an independent contractor or any employee of an independent contractor who has no direct contact with students, patients, or clients.* *The bill defines "volunteer" to mean a person who is not an elected or appointed official or employee of a school who, at the request or with the permission of the school board or board of education of the school, engages without remuneration in activities related to the purposes and functions of the school or for its general benefit. Volunteer does not include a student enrolled in the school.* *The bill defines "student" as a person who is currently enrolled in or attending public or private elementary or secondary school or a postsecondary educational institution or was a student enrolled in or who attended a public or private elementary or secondary school or a*	Monitor	Judiciary	02/08/2017	In Committee Title printed. Carryover bill McDonnell name added Blood name added Hansen name added Notice of hearing for February 08, 2017 Referred to Judiciary Committee Date of introduction

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	postsecondary educational institution within 30 days of the alleged contact. *First Degree: As the bill relates to education, a person who is a volunteer or an employee of a school commits the offense of sexual abuse of a student if such volunteer or school employee subjects a student who is at least 16 years of age but less than 19 years of age to sexual penetration or sexual contact.* *Sexual abuse of a student in the first degree is a Class IIA felony.* *Second Degree: A person who is a volunteer or an employee of a school who subjects a student who is at least 16 years of age but less than 19 years of age to sexual contact is guilty of sexual abuse of a student in the second degree.* *Sexual abuse of a student in the second degree is a Class IIIA felony.* *The bill provides that it is not a defense to a charge of sexual abuse that the student, child, patient, or client consented to the sexual penetration or sexual contact.*				
LB109	(Blood) Provide for a temporary teaching certificate or permit for military spouses *LB 109 requires the State Board of Education to issue a temporary certificate or permit to a military spouse who complies with and meets the requirements of the legislation pending issuance of the regular certificate or permit.* *A military spouse must submit the following with his/her application for the regular certificate or permit:* *(i) A copy of his/her military dependent identification card that identifies him/her as the spouse of an active duty member of the U.S. Armed Forces;* *(ii) A copy of his/her spouse's military orders reflecting an active-duty assignment in Nebraska;* *(iii) A copy of his/her certificate or permit from another jurisdiction and the applicable statutes, rules, and regulations governing the certificate or permit;* *(iv) A copy of his/her fingerprints for a criminal background check if required; and* *(v) The fee required for the certificate or permit and the temporary certificate or permit.* *If the board determines that the applicant:* *• is a resident of Nebraska,* *• is the spouse of an active duty member of the U.S. Armed Forces who is assigned to a duty station in Nebraska,* *• holds a valid certificate or permit in another jurisdiction which has comparable and equivalent requirements for the certificate or permit,* *• has submitted fingerprints for a criminal background check if required, and* *• has paid the applicable fee,* *…then the State Board must issue a temporary certificate or permit to the applicant.* *A temporary certificate or permit issued under LB 109 would be valid for six months and may not be renewed.*	Monitor	Education	01/23/2017	In Committee Brewer name added Title printed. Carryover bill Crawford name added Notice of hearing for January 23, 2017 Referred to Education Committee Date of introduction
LB118	(Hilkemann) Adopt the Education Savings Account Act and provide income tax adjustments *LB 118 creates the Education Savings Account Act to be administered by the Department of Revenue.* *Under the legislation, a parent or guardian of a student attending a public, private, denominational, or parochial K-12 accredited school may establish an account with a financial institution and designate the account as an "education savings account." The parent or legal*	Monitor	Revenue	01/26/2017	In Committee Title printed. Carryover bill Notice of hearing for January 26, 2017 Krist name added Referred to Revenue Committee Date of introduction

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	guardian would be considered the owner of the account. *After establishing the account, the account owner must notify the Department of Revenue that an account has been established and must include the following information: (i) the financial institution where the account is established; (ii) the type of account established; and (iii) the designated beneficiary of the account.* *The account may only be used to pay the "qualified education expenses" of the designated beneficiary, including tuition, fees, room and board to attend school, books, supplies, equipment, required uniforms, extracurricular activities, computers, computer equipment, software, Internet access if used primarily for school purposes, distance education classes; and college entrance exams.* *The balance in an account must be fully distributed before the designated beneficiary graduates from high school.* *LB 118 also permits any natural person, firm, partnership, limited liability company, association, or corporation to contribute up to $2,000 per calendar year to an account. Contributions may only be in the form of cash.* *Federal taxable income would then be reduced by contributions to an account established under the Education Savings Account Act.*				
LB127	(Groene) Change notice requirements under Open Meetings Act		Government, Military and Veterans Affairs	02/02/2017	General File
	Under the current provisions of the Open Meeting Act, each public body is required to give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. *LB 127 specifies that notice must be published in a newspaper of general circulation in each county within the public body's jurisdiction and may also be provided by any other appropriate method designated by the public body. The public body must record the methods and dates of such notice in its minutes.*				Erdman name added Title printed. Carryover bill Placed on General File with AM646 Government, Military and Veterans Affairs AM646 filed Notice of hearing for February 02, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB128	(Groene) Change eligibility provisions relating to the Supplemental Nutrition Assistance Program	Monitor	Health and Human Services	03/22/2017	In Committee
	Similar to LB311 and also contained in LB344. *Allows people with one or more felony convictions for possession or use of controlled substances, or people with one or two convictions for selling or distributing those drugs, to receive SNAP if they get drug abuse treatment after the most recent conviction. Short of that, they could voluntarily take drug tests, and must test negative for illegal drugs and then be tested randomly at least every six months to qualify. A person convicted of three or more felonies involving the sale or distribution of illegal drugs would be banned from receiving SNAP benefits.*				Title printed. Carryover bill Notice of hearing for March 22, 2017 Referred to Health and Human Services Committee Date of introduction
LB130	(Urban Affairs) Change municipal annexation provisions relating to certain districts	Monitor	Urban Affairs	01/24/2017	Approved by Governor
					Approved by Governor on February 14, 2018 Presented to Governor on February 08, 2018 President/Speaker signed Dispensing of reading at large approved Passed on Final Reading 48-0-1 Placed on Final Reading Advanced to Enrollment and Review for Engrossment

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					Placed on Select File Advanced to Enrollment and Review Initial Title printed. Carryover bill Placed on General File Notice of hearing for January 24, 2017 Referred to Urban Affairs Committee Date of introduction
LB144	(Friesen) Change agricultural and horticultural adjusted valuations for calculating state aid to schools	Monitor	Education	02/06/2017	In Committee
	Under the current school finance formula, the state aid value of agricultural land and special valuation land is 72% of actual value. *LB 144 provides a gradual reduction in state aid value for agricultural land and special valuation land as follows:* *(i) For school fiscal year 2018-19, 72%;* *(ii) for school fiscal year 2018-19, 50%;* *(iii) for school fiscal year 2019-20, 40%;* *(iv) for school fiscal year 2020-21, 30%; and* *(v) for school fiscal year 2021-22 and thereafter, 20%.* *State aid value for residential property and personal property remain unchanged under LB 144.*				Title printed. Carryover bill Bostelman priority bill Notice of hearing for February 06, 2017 Referred to Education Committee Date of introduction
LB155	(Brasch) Require successful completion of a civics examination as a prerequisite to high school graduation	Monitor	Education	03/20/2017	In Committee
	LB 155 requires that, beginning in school year 2018-19, the civics portion of the naturalization test used by the U.S. Citizenship and Immigration Services be taken by every Nebraska high school student to demonstrate knowledge and understanding of the fundamentals of U.S. history and the principles of the government of the U.S. *The civics test would incorporate the 100 questions listed on a test that is identical to the civics portion of the naturalization test used by the U.S. Citizenship and Immigration Services (as required by 8 U.S.C. 1423).* *• Each high school student must correctly answer at least 70% of the questions on the civics test as a prerequisite to graduation.* *• Each school district may determine the method and manner in which to administer the civics test to each student.* *• A student may take the test, in whole or in part, at any time after enrolling in grade nine and may repeat the test, or any portion, as often as necessary to achieve the required score.* *• A student may be exempted from the requirement of this section by the student's individualized education plan (IEP).* *• A school district may not impose or collect any fees or charges in connection with the civics test.*				Title printed. Carryover bill Brasch AM676 filed Notice of hearing for March 20, 2017 Referred to Education Committee Date of introduction
LB173	(Morfeld) Prohibit discrimination based upon sexual orientation and gender identity		Judiciary	02/22/2017	General File
	LB 173 represents in part a legislative proposal that has been introduced several times in recent years. The bill amends a series of statutes throughout the Nebraska Code to expand definitions and acts of discrimination to include those involving sexual orientation, or gender identity,				Title printed. Carryover bill Bolz AM958 pending Bolz AM958 filed

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	including the Nebraska Fair Employment Practice Act. *The bill also adds a definition of "gender identity" to mean the actual or perceived appearance, expression, identity, or behavior of an individual, whether or not that appearance, expression, identity, or behavior is different from the individual's assigned sex at birth.* *Lastly, the bill adds a definition of "sexual orientation" to mean actual or perceived homosexuality, heterosexuality, or bisexuality.*				Bolz AM958 pending Bolz priority bill Placed on General File Notice of hearing for February 22, 2017 Referred to Judiciary Committee Date of introduction
LB175	(Morfeld) Adopt the Student Online Personal Protection Act *In the 2016 Session, Senator Morfeld introduced LB 692 to implement the Nebraska version of a Student Online Personal Information Protection Act (SOPIPA), which would prohibit technology companies who are invited into schools from using student data for targeted advertising or creating student profiles for non-educational purposes such as for providing credit or insurance.* *The bill identified practices that would be prohibited or may not be engaged in by operators of Internet web sites, online applications or services, or mobile applications that are used primarily for elementary, middle school or high school purposes. The bill also provided requirements that were to be met by operators in order to protect student information.* *The bill was supported by Microsoft, which has thrown its support for student privacy legislation nationwide.* *LB 682 was advanced by the Education Committee in 2016, but was not advanced any further.* *LB 175 (2017) represents essentially the same legislation.*	Monitor	Education	01/31/2017	In Committee Title printed. Carryover bill Notice of hearing for January 31, 2017 Referred to Education Committee Date of introduction
LB179	(Bolz) Change provisions relating to transition of young adults to independence	Monitor	Health and Human Services	02/23/2017	In Committee Title printed. Carryover bill Notice of hearing for February 23, 2017 Referred to Health and Human Services Committee Date of introduction
LB181	(Quick) Provide for reimbursement to employees for certain medical examinations under the Nebraska Workers' Compensation Act *Under current law, an employee is required to submit to a medical exam performed by a physician furnished by the employer or its insurer. LB 181 would allow an employee who disagrees with the medical findings of the employer-appointed physician to be reimbursed by the employer or its insurer for a similar examination and report by a physician selected by the employee.*	Monitor	Business and Labor	01/23/2017	General File Passed over Title printed. Carryover bill Quick MO50 Unanimous consent to bracket until January 10, 2018 filed Quick MO50 approved Quick priority bill Placed on General File Notice of hearing for January 23, 2017 Referred to Business and Labor Committee Date of introduction
LB189	(Howard) Appropriate funds to the Department of Health and Human Services for recruitment and retention of caseworkers	Monitor	Appropriations	03/14/2017	In Committee Title printed. Carryover bill Notice of hearing for March 14, 2017 Referred to Appropriations Committee

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					Date of introduction
LB214	(Halloran) Terminate the Master Teacher Program	Monitor	Education	01/31/2017	In Committee
	In 2000, a legislative proposal (LB 1399) was passed and signed into law. LB 1399 contained four major components: (1) create a task force to study teacher salaries in Nebraska; (2) create a student loan forgiveness program to encourage students to become teachers and remain in Nebraska; (3) permit the Nebraska Volunteer Services Commission to apply for a grant with the purpose of providing monetary incentives to prospective teachers; and (4) create a Master Teacher Program to encourage national certification. [SOURCE: NCSA Final Legislative Report, 2000] *It is the fourth of these components of the 2000 legislation that is the focus of LB 214 (2017). The bill would terminate the program effective July 1, 2017.* *Note: Statutory authority is currently in place stating that each teacher in the Master Teacher Program will receive an annual salary bonus of $5,000 up to a statewide total of $1 million, provided funding is available.*				Title printed. Carryover bill Notice of hearing for January 31, 2017 Referred to Education Committee Date of introduction
LB232	(Kolterman) Provide a property tax exemption for property leased to the state or a governmental subdivision	Monitor	Revenue	02/23/2017	In Committee
	LB 232 extends the existing government exemption from property taxes to property leased to the state or a governmental subdivision by the person or entity holding legal title to the property.				Title printed. Carryover bill Notice of hearing for February 23, 2017 Referred to Revenue Committee Date of introduction
LB233	(Smith) Change revenue and taxation provisions	Monitor	Revenue	03/28/2017	General File
	LB 233 contains a number of technical and substantive changes to existing revenue-related statutes. *One of the provisions of the bill would amend the school finance formula (TEEOSA) as it relates to certification of total taxable value by school district (§ 79-1016).* *Under the bill, the date is changed from August 20 to August 25 for the county assessor to certify to the Property Tax Administrator the total taxable value by school district in the county for the current assessment year.* *The date by which the county assessor may amend the filing for changes made to the taxable valuation of the school district in the county if corrections or errors on the original certification are discovered is changed from August 31 to September 30.*				Title printed. Carryover bill Krist AM1353 filed Chambers MO100 Bracket until May 1, 2017 filed Passed over Chambers MO100 pending Smith AM707 withdrawn Stinner AM998 pending Revenue AM127 pending Stinner AM998 filed Notice of hearing for March 28, 2017, on AM707 Smith AM707 filed Stinner name added Stinner priority bill Placed on General File with AM127 Revenue AM127 filed Notice of hearing for January 25, 2017 Referred to Revenue Committee Date of introduction
LB235	(Walz) Clarify grant requirements for the Summer Food Service Program	Monitor	Education	01/23/2017	In Committee
	LB 235 relates to Nebraska's participation in the Summer Food Service Program promoted by				Title printed. Carryover bill

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	the U.S. Department of Agriculture to provide adequate nutrition for children. *In order to encourage participation and utilization of the Program, NDE is currently authorized to award grants of up to $15,000 on a competitive basis to sponsors approved by the department. Grants may be used for nonrecurring expenses incurred in initiating or expanding services under the Program, including the acquisition of equipment, salaries of staff, training of staff in new capacities, outreach efforts to publicize new or expanded services under the Program, minor alterations to accommodate new equipment, computer point-of-service systems for food service, and the purchase of vehicles for transporting food to sites.* *The purpose of LB 235 is to clarify that funds may be expended up to the full cost of a qualifying expense incurred by a sponsor in initiating or expanding the services under the Program, and if the funds are expended solely for the benefit of child nutrition programs administered by the department, no proration of the expense would be required.*				Notice of hearing for January 23, 2017 Referred to Education Committee Date of introduction
LB242	(Bolz) Appropriate funds for the recruitment of students who study to become behavioral health professionals	Monitor	Appropriations	02/27/2017	In Committee Title printed. Carryover bill Notice of hearing for February 27, 2017 Referred to Appropriations Committee Date of introduction
LB246	(Morfeld) Provide a budget exception for expanded learning opportunity programs *LB 246 amends the school finance formula (TEEOSA) to permit a spending lid exception for expanded learning opportunity programs or for school-based or school-linked activities and programs that utilize school-community partnerships to expand opportunities for students to participate in educational activities outside the normal classroom.* *The bill permits expenditures up to $100,000 for districts with more than 1,000 students and up to $50,000 for districts with 1,000 or fewer students.* *An “expanded learning opportunity program” is currently defined as a school-community partnership that provides participating elementary-age and secondary-age students and their families with programming and other support activities and services after school and on weekends, holidays, and other hours when school is not in session through a mix of programs and services that (a) complement but do not duplicate elementary and secondary school day learning and (b) create opportunities to strengthen school-community partnerships that provide students and their families with the support they need to be successful in school.*	Monitor	Education	02/14/2017	General File Title printed. Carryover bill Placed on General File Notice of hearing for February 14, 2017 Referred to Education Committee Date of introduction
LB247	(Morfeld) Provide for school district levy and bonding authority for cybersecurity *Under existing law, a school district may levy up to an additional 3¢ for a specific abatement project to address an actual or potential environmental hazard, accessibility barrier, life safety code violation, life safety hazard, or mold that exists within one or more existing school or administration buildings or the school grounds of existing school or administration buildings controlled by the school district.* *LB 247 adds cybersecurity vulnerability to the list of acceptable uses of this additional levy authority.* *The bill defines “cybersecurity vulnerability” as any potential data compromise resulting from the loss, theft, disposal, abandonment, accidental publication, or accidental release of personally*	Monitor	Education	02/14/2017	In Committee Title printed. Carryover bill Notice of hearing for February 14, 2017 Referred to Education Committee Date of introduction

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	identifiable information or material in any media or format that is not publicly available, including: *(i) Data created by or provided to an elementary school, middle school, high school, or school district in the course of a student's attendance or application for attendance at an elementary school, middle school, or high school; and* *(ii) Data created by or provided to an elementary school, middle school, high school, or school district in the course of an employee's employment or application for employment with the school district.*				
LB248	(Harr) Adopt the Youth Opportunities in Learning and Occupations Act	Monitor	Business and Labor	01/23/2017	General File Title printed. Carryover bill Halloran MO131 Bracket until June 2, 2017 filed Harr AM936 lost Business and Labor AM301 pending Harr AM936 filed Harr AM936 pending Harr priority bill Placed on General File with AM301 Business and Labor AM301 filed Notice of hearing for January 23, 2017 Referred to Business and Labor Committee Date of introduction
LB265	(Friesen) Provide for a minimum amount of state aid based on the number of students in a local system *LB 265 amends the school finance formula (TEEOSA) to provide for a minimum amount of state aid to be distributed to each school district.* *The bill provides that each local system would receive a minimum of aid under the formula equal to at least:* *(i) $1,500 per formula student for school fiscal year 2018-19;* *(ii) $2,000 per formula student for school fiscal year 2019-20;* *(iii) $3,500 per formula student for school fiscal year 2020-21;* *(iv) $4,500 per formula student for school fiscal year 2021-22; and* *(v) $5,500 per formula student for school fiscal year 2022-23 and each school fiscal year thereafter.* *LB 265 essentially adds a foundation aid component to the equalization aid formula.*	Monitor	Education	02/06/2017	In Committee Title printed. Carryover bill Briese priority bill Notice of hearing for February 06, 2017 Referred to Education Committee Date of introduction
LB266	(Friesen) Change the valuation of agricultural land and horticultural land *Currently, agricultural land/special valuation land is valued at 75% of its actual value. LB 266 would provide an exception to this general rule as it applies to school district taxation as shown below:* *Tax Year Percentage* *2018 50* *2019 40* *2020 and after 30* *LB 266 also provides an applicable percentage range to be used for purposes of school district*	Monitor	Revenue	02/16/2017	In Committee Title printed. Carryover bill Notice of hearing for February 16, 2017 Referred to Revenue Committee Date of introduction

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	taxation as follows: *Tax Year Percentage Range* *2018 44 to 50* *2019 34 to 40* *2020 and after 24 to 30* *Finally, the bill changes the existing state aid value within the school finance formula (TEEOSA) with regard to agricultural land and special valuation land, which is currently 72% of actual value or 72% of special valuation. LB 266 creates a separate table for the applicable percentage to be used for state aid value for ag land and special valuation land:* *Tax Year Percentage* *2018 47* *2019 37* *2020 and after 27* *The bill contains an operative date of January 1, 2018.*				
LB270	(Kolowski) Appropriate funds to the State Department of Education *The sole purpose of LB 270 is to require the Legislature to appropriate funds to NDE to carry out the Expanded Learning Opportunity Grant Program Act. The bill would appropriate $750,000 from the General Fund to NDE in both FY2017-18 and FY2018-19.*	Monitor	Appropriations	03/07/2017	In Committee Title printed. Carryover bill Notice of hearing for March 07, 2017 Referred to Appropriations Committee Date of introduction
LB295	**(Smith) Adopt the Opportunity Scholarships Act and provide tax credits**	**Monitor**	**Revenue**	**01/26/2017**	**General File** **Linehan Priority Bill** **Smith AM2071 filed** **Harr AM2125 filed** **Harr AM2121 filed** **Harr AM2120 filed** **Harr AM2119 filed** **Harr AM1983 filed** **Harr AM1985 filed** **Harr AM1984 filed** **Harr AM1982 filed** **Harr AM1977 filed** **Harr AM1978 filed** **Harr AM1979 filed** **Harr AM1980 filed** **Harr AM1981 filed** **Linehan priority bill** **Morfeld AM1893 filed** **Halloran name added** **Brewer name added** **Title printed. Carryover bill** **Placed on General File with AM1418** **Revenue AM1418 filed** **Smith AM1420 filed**

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					Smith AM1421 filed **Linehan name added** **Notice of hearing for January 26, 2017** **Referred to Revenue Committee** **Date of introduction**
LB304	(Crawford) Change provisions relating to the Nebraska Housing Agency Act	Monitor	Urban Affairs	01/31/2017	Approved by Governor Approved by Governor on February 14, 2018 Presented to Governor on February 08, 2018 President/Speaker signed Passed on Final Reading 48-0-1 Placed on Final Reading Advanced to Enrollment and Review for Engrossment Placed on Select File Advanced to Enrollment and Review Initial Title printed. Carryover bill Placed on General File Notice of hearing for January 31, 2017 Referred to Urban Affairs Committee Date of introduction
LB305	(Crawford) Adopt the Paid Family Medical Leave Insurance Act *4 consecutive weeks are allowed if full time and 25 days if part-time under qualifying events.*	Monitor	Business and Labor	02/06/2017	In Committee Title printed. Carryover bill Notice of hearing for February 06, 2017 Referred to Business and Labor Committee Date of introduction
LB308	(Brasch) Change provisions relating to the committee on Americanism *Under existing law (§ 79-724), every school board must, at the beginning of each school year, appoint from its members a committee of three, to be known as the committee on Americanism. LB 308 adds new duties and responsibilities for committees on Americanism:* *• Hold no fewer than three public meetings annually, at least one where public testimony is accepted;* *• Keep minutes of all meetings showing the time and place of the meeting, which members were present and absent, and the substance and details of all matters discussed; and* *• Ensure that any curriculum that is recommended or approved by the committee on Americanism is made readily accessible to the public and contains a reference to Section 79-724, Neb. Revised Statutes.*	Monitor	Education	03/20/2017	In Committee Briese name added Thibodeau name added Title printed. Carryover bill Brasch AM675 filed Notice of hearing for March 20, 2017 Referred to Education Committee Date of introduction
LB309	(Brasch) Eliminate Daylight Saving Time	Monitor	Government, Military and Veterans Affairs	03/03/2017	In Committee Title printed. Carryover bill Notice of hearing for March 03, 2017 Referred to Government, Military and Veterans Affairs Committee

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Weekly Report for Bills of Interest on 03/01/2018

Document	Description	Position	Committee	Hearing Date	Status
					Date of introduction
LB312	(Briese) Change and eliminate revenue and taxation provisions *LB 312 creates the Excess Revenue Property Tax Credit Fund. The fund would consist of funds generated by eliminating sales tax exemptions and would be used to provide a property tax credit to owners of real property. The bill is also meant to allocate funds to each taxing unit levying taxes as a revenue source.* *The bill eliminates sales tax exemptions from a variety of items and events, including:* *• Prepared food and food and food ingredients served by public or private schools, school districts, student organizations, or parent-teacher associations pursuant to an agreement with the proper school authorities, in an elementary or secondary school or at any institution of higher education, public or private, during the regular school day or at an approved function of any such school or institution; and* *• Fees and admissions charged by a public or private elementary or secondary school and fees and admissions charged by a school district, student organization, or parent-teacher association in a public or private elementary or secondary school during the regular school day or at an approved function of any such school;* *The also eliminates sales tax exemptions for soft drinks, candy, or bottled water.*	Monitor	Revenue	02/22/2017	In Committee Title printed. Carryover bill Notice of hearing for February 22, 2017 Referred to Revenue Committee Date of introduction
LB321	(Lowe) Change provisions relating to unlawful possession of a firearm at a school *Under the existing Criminal Code, any person who possesses a firearm in a school, on school grounds, in a school-owned vehicle, or at a school-sponsored activity or athletic event is guilty of the offense of unlawful possession of a firearm at a school.* *One of the existing exceptions to this offense are firearms that may lawfully be possessed by a member of a college or university rifle team, within the scope of such person's duties as a member of the team.* *LB 321 maintains this exception but removes the word “rifle,” which apparently broadens the scope of “university team” to include teams other than just a rifle team.*	Monitor	Judiciary	02/02/2017	Final Reading Placed on Final Reading Advanced to Enrollment and Review for Engrossment Bostelman AM1655 adopted Bostelman AM1522 withdrawn Bostelman AM1655 filed Placed on Select File Advanced to Enrollment and Review Initial Chambers MO182 Reconsider the vote on FA90 filed Chambers MO182 withdrawn Chambers FA90 lost Chambers FA90 filed Chambers MO180 failed Chambers MO180 Recommit to Judiciary Committee filed Bostelman FA87 withdrawn Chambers MO165 failed Bostelman AM1522 filed Chambers MO165 Reconsider the vote to indefinitely postpone filed Ebke FA86 withdrawn Chambers MO164 failed Chambers MO165 pending Chambers MO164 Indefinitely postpone filed Chambers MO163 failed

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Document	Description	Position	Committee	Hearing Date	Status
					Chambers MO163 Reconsider the vote to bracket filed Chambers MO162 failed Chambers MO162 Bracket until April 18, 2018 filed Ebke FA86 filed Bostelman FA87 filed Chambers MO159 lost Chambers MO159 Bracket until April 18, 2018 filed Schumacher FA85 filed Schumacher FA85 adopted Title printed. Carryover bill Placed on General File Notice of hearing for February 02, 2017 Referred to Judiciary Committee Date of introduction
LB326	(Kolowski) Provide additional budget and tax levy authority for certain school districts *LB 326 represents a relief valve for school districts through the school finance formula and levy authority.* *Under the legislation, by September 15, 2017 (and March 1 each year thereafter) NDE would be required to determine the total aid disbursements divided by the average daily membership (ADM) for the most recently available complete data year for each school district and the statewide median of such calculation for all school districts and then certify the amounts to the Director of Administrative Services (DAS), the State Auditor, and each school district.* *The bill then provides that any school district for which the calculation of total disbursements divided by ADM for the most recently available complete data year is below the statewide median of such calculation for all school districts may levy up to an additional 3¢ if the additional levy is approved for each fiscal year by a two-thirds majority vote of the school board after a public hearing.*	Monitor	Revenue	03/02/2017	In Committee Title printed. Carryover bill Notice of hearing for March 02, 2017 Referred to Revenue Committee Date of introduction
LB337	(Smith) Change income tax rates and provide for deferrals of the rate changes		Revenue	02/08/2017	In Committee Title printed. Carryover bill Lindstrom priority bill Notice of hearing for February 08, 2017 Referred to Revenue Committee Date of introduction
LB338	(Brasch) Adopt the Agricultural Valuation Fairness Act *LB 338 represents part of the Governor's agenda for the 2017 Session. The Agricultural Valuation Fairness Act would change the methodology for assessing property value from a market-based system to an income-potential assessment.* *Under the bill, agricultural land would be valued at its "agricultural use value" regardless of any value that the land might have for purposes other than agricultural purposes. In order for land to receive agricultural use value, all of the following criteria must be met:* *(a) The land must be located outside the corporate boundaries of any sanitary and*	Monitor	Revenue	02/08/2017	In Committee Title printed. Carryover bill Brasch priority bill Notice of hearing for February 08, 2017 Referred to Revenue Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
	improvement district, city, or village except as provided below; and *(b) The land must be used for agricultural or horticultural purposes.* *Agricultural use value may be applied to agricultural land included within the corporate boundaries of a city or village if the land is subject to a conservation or preservation easement as provided in the Conservation and Preservation Easements Act and the governing body of the city or village approves the agreement creating the easement.* *The eligibility of land for agricultural use value must be determined each year as of January 1. If land so qualified becomes disqualified on or before December 31 of that year, it must continue to receive agricultural use value until January 1 of the year following.* *The bill requires the county assessor to determine the appropriate income for each land capability group in the county that falls within the applicable income range established by the Property Tax Administrator. The income so determined for each parcel would be divided by the applicable capitalization rate set by the Property Tax Administrator. The resulting value for each parcel would be reported on the abstract of real property.* *LB 338 also amends the state aid formula (TEEOSA) with regard to calculation of state aid value. The bill provides that for agricultural land, value is determined under the Agricultural Valuation Fairness Act.* *The bill contains an operative date of January 1, 2019.*				
LB354	(Kolowski) Adopt the Wage Disclosure Act	Monitor	Business and Labor	02/27/2017	In Committee Title printed. Carryover bill Notice of hearing for February 27, 2017 Referred to Business and Labor Committee Date of introduction
LB358	(McCollister) Change income eligibility provisions relating to the Supplemental Nutrition Assistance Program	Monitor	Health and Human Services	02/16/2017	Failed to Advance Title printed. Carryover bill Failed to advance to Enrollment and Review Initial Health and Human Services AM493 adopted Placed on General File with AM493 Health and Human Services AM493 filed McCollister priority bill Notice of hearing for February 16, 2017 Referred to Health and Human Services Committee Date of introduction
LB361	(Kolowski) Exempt sales of clothing and footwear from sales and use taxes as prescribed	Monitor	Revenue	03/17/2017	In Committee Title printed. Carryover bill Notice of hearing for March 17, 2017 Referred to Revenue Committee Date of introduction
LB365	(Blood) Change provisions relating to access to public records and provide for fees	Monitor	Government, Military and Veterans Affairs	02/02/2017	General File

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Document	Description	Position	Committee	Hearing Date	Status
	LB 365 amends the Public Records laws to differentiate residents of Nebraska versus nonresidents. The bill defines "resident" as a person domiciled in this state and includes news media without regard to domicile.Under current law, acutal added cost used as the basis for calculation shall not include a charge for the salary or pay obligation to publice officers for the the first 4 hours.The bill states that for nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the existing salary or pay obligation tothe public officers or employees, including a charge for the services of an attorney to review the requested public records. Apparently this has to do with large requests of the Mayor's emails.				Title printed. Carryover bill Placed on General File Notice of hearing for February 02, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB372	(Crawford) Provide protections for employees with family care responsibilities under the Nebraska Fair Employment Practice Act	Monitor	Business and Labor	02/06/2017	In Committee
	Under the current provisions of the Nebraska Fair Employment Practice Act, the policy of the state is to foster the employment of all employable persons in the state on the basis of merit regardless of their race, color, religion, sex, disability, or national origin and to safeguard their right to obtain and hold employment without discrimination because of their race, color, religion, sex, disability, or national origin. *LB 372 expands this state policy to include family care responsibilities, which is defined in the bill as providing direct and ongoing care for a person's spouse, child, parent, sibling, grandchild, or grandparent or a child or parent of such person's spouse.*				Title printed. Carryover bill Notice of hearing for February 06, 2017 Referred to Business and Labor Committee Date of introduction
LB377	(Education) Change provisions relating to classification of school districts	Monitor	Education	01/31/2017	Approved by Governor
	LB 377 represents a technical cleanup bill with the focus on removing all obsolete references to Class I (elementary only) and Class II (small K-12) school districts.				Approved by Governor on February 14, 2018 Presented to Governor on February 08, 2018 President/Speaker signed Passed on Final Reading 47-0-2 Dispensing of reading at large approved Placed on Final Reading with ST37 Enrollment and Review ER96 adopted Groene AM1454 adopted Advanced to Enrollment and Review for Engrossment Enrollment and Review ER96 filed Placed on Select File with ER96 Groene AM1454 filed Advanced to Enrollment and Review Initial Title printed. Carryover bill Placed on General File Notice of hearing for January 31, 2017 Referred to Education Committee Date of introduction
LB420	(McCollister) Adopt the Fair Chance Hiring Act	Monitor	Business and Labor	03/13/2017	General File
	The general rule under existing statute is that an employer may not ask an applicant for employment to disclose, orally or in writing, information concerning the applicant's criminal record or history, including any inquiry on any employment application, until the public employer or employment agency has determined the applicant meets the minimum employment qualifications. This law was passed in 2014 (LB 907).				Title printed. Carryover bill Placed on General File with AM553 Business and Labor AM553 filed Notice of hearing for March 13, 2017 Referred to Business and Labor Committee

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Document	Description	Position	Committee	Hearing Date	Status
	LB 420 first adds employment agencies to this general rule. Under LB 420, "employment agency" is defined as any person regularly undertaking with or without compensation to procure employees for an employer or to procure for employees' opportunities to work for an employer and includes an agent of such a person. *The bill also provides an exception to the general rule noted above. LB 420 state that, prior to determining whether an applicant meets the minimum employment qualifications, an employer or employment agency may ask the applicant to disclose, orally or in writing, information concerning the applicant's criminal record or history, including any inquiry on any employment application, if:* *(a) The applicant is applying for a position for which:* *(i) A criminal history record information check is required by federal or state law; or* *(ii) Federal or state law specifically disqualifies an applicant with a criminal background even if such law allows for a waiver that would allow such applicant to be employed; and* *(b) The inquiry or request for disclosure is limited to the types of criminal offenses that the employer or employment agency is required to conduct a check for or that disqualify the applicant.* *Lastly, LB 420 states that if an employer or employment agency inquires about or requests disclosure of an applicant's criminal history record information and the applicant is still eligible for the position under federal or state law, the employer or employment agency must afford the applicant an opportunity to explain the information and the circumstances regarding any convictions, including post-conviction rehabilitation.*				Date of introduction
LB428	(Vargas) Require schools and the State Department of Education to adopt policies relating to pregnant and parenting students	Monitor	Education	01/30/2017	In Committee
	LB 428 provides that, beginning May 1, 2018, each school district must adopt a written policy to be implemented at the start of school year 2018-19 that provides for standards and guidelines to accommodate pregnant and parenting students. The policy must include procedures and provisions in conformance with the minimum standards set forth in the model policy developed by NDE and may include any other procedures and provisions the district deems appropriate.				Title printed. Carryover bill Notice of hearing for January 30, 2017 Referred to Education Committee Date of introduction
LB431	(Erdman) Change provisions relating to cash reserves under the Nebraska Budget Act	Oppose	Government, Military and Veterans Affairs	01/26/2017	In Committee
					Title printed. Carryover bill Notice of hearing for January 26, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB457	(Briese) Change exceptions to school district levy and budget exceptions for voluntary termination agreements		Education	01/31/2017	In Committee
					Title printed. Carryover bill Notice of hearing for January 31, 2017 Referred to Education Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB479	(Groene) Change public hearing provisions and redefine a term under the Nebraska Budget Act	Monitor	Government, Military and Veterans Affairs	01/26/2017	General File Friesen AM1631 filed Title printed. Carryover bill Placed on General File with AM35 Government, Military and Veterans Affairs AM35 filed Notice of hearing for January 26, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB482	(Smith) Adopt the Government Neutrality in Contracting Act	Monitor	Government, Military and Veterans Affairs	02/24/2017	General File Wayne AM1486 filed Wayne AM1485 filed Wayne AM1483 filed Wayne AM1484 filed Title printed. Carryover bill Placed on General File Notice of hearing for February 24, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB484	(Kolowski) Create the School Financing Review Commission	Monitor	Education	03/06/2017	In Committee Title printed. Carryover bill Kolowski MO106 Place on General File filed Kolowski priority bill Notice of hearing for March 06, 2017 Referred to Education Committee Date of introduction
LB540	(Stinner) Provide for a temporary aid adjustment factor in the Tax Equity and Educational Opportunities Support Act *Requires reductions from allocated income tax rebate and net option funding aid first. Then, if additional reductions in state-aid are needed in order to meet the amount of general funds appropriated for TEEOSA, then equalization aid will be reduced. Accordingly, it appears that approximately 90 school districts that are unequalized will lose all state-aid (net option funds and allocated income tax). Adversely impacts schools heavily dependent on net option funding.*		Education	03/21/2017	In Committee Title printed. Carryover bill Notice of hearing for March 21, 2017 Referred to Education Committee Date of introduction
LB554	(Smith) Provide for a financial transparency web site for schools, school districts, and educational service units		Education	02/07/2017	In Committee Title printed. Carryover bill Notice of hearing for February 07, 2017 Referred to Education Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB568	(Erdman) Change provisions related to temporary teaching certificates		Education	03/14/2017	In Committee Title printed. Carryover bill Notice of hearing for March 14, 2017 Erdman AM150 filed Referred to Education Committee Date of introduction
LB595	(Groene) Provide for the use of physical force or physical restraint or removal from a class in response to student behavior		Education	02/07/2017	General File Title printed. Carryover bill Chambers MO99 Reconsider the vote to recommit to committee filed Walz AM1165 filed Chambers AM1158 filed Chambers MO99 pending Chambers MO98 failed Chambers MO19 withdrawn Chambers MO98 pending Chambers MO98 Recommit to Education Committee filed Baker AM797 pending Education AM581 pending Baker AM1091 filed Baker AM1084 filed Baker AM1085 filed Baker AM1086 filed Baker AM1087 filed Baker AM1088 filed Baker AM1089 filed Baker AM1090 filed Baker AM1092 filed Baker AM797 filed Placed on General File with AM581 Education AM581 filed Groene priority bill Chambers motion to overrule the Speaker's Agenda failed Chambers motion to reconsider the vote on the motion to overrule the Speaker's Agenda failed Notice of hearing for February 07, 2017 Chambers MO19 Rerefer to Judiciary Committee filed Rereferred to Education Committee Referred to Judiciary Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB608	(Linehan) Adopt the Parental Choice Scholarship Program		Education	02/13/2017	In Committee Title printed. Carryover bill Notice of hearing for February 13, 2017 Referred to Education Committee Date of introduction
LB630	(Larson) Adopt the Independent Public Schools Act		Education	03/14/2017	In Committee Title printed. Carryover bill Notice of hearing for March 14, 2017 Referred to Education Committee Date of introduction
LB640	(Groene) Change provisions of the Property Tax Credit Act and provide school district property tax relief	Monitor	Revenue	02/16/2017	General File Groene Priority Bill Groene priority bill Title printed. Carryover bill Baker MO88 Indefinitely postpone filed Friesen AM1065 filed Groene AM992 adopted Briese AM1036 pending Briese AM1036 filed Groene AM992 pending Revenue AM752 pending Groene AM992 filed Revenue AM752 filed Placed on General File with AM752 Friesen priority bill Notice of hearing for February 16, 2017 Referred to Revenue Committee Date of introduction
LB650	(Linehan) Change provisions for teaching certificates	Monitor	Education	03/14/2017	In Committee Title printed. Carryover bill Notice of hearing for March 14, 2017 Brewer name added Referred to Education Committee Date of introduction
LB651	(Linehan) Adopt the Nebraska Reading Improvement Act	Monitor	Education	03/07/2017	In Committee Lowe name added Linehan AM1590 filed Title printed. Carryover bill Chambers MO139 Reconsider the vote to bracket filed

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Document	Description	Position	Committee	Hearing Date	Status
					Vargas AM1388 filed Chambers MO139 pending Chambers MO138 failed Chambers MO138 Bracket until May 25, 2017 filed Linehan AM1394 filed Pansing Brooks AM1368 filed Harr AM1367 filed Linehan AM1226 filed Placed on General File Linehan MO103 prevailed Harr motion to overrule Chair withdrawn Chair ruled there had been full and fair debate on Linehan MO103 Linehan MO103 Place on General File filed Linehan priority bill Notice of hearing for March 07, 2017 Referred to Education Committee Date of introduction
LB655	(Murante) Authorize state employees to volunteer at public schools and certain nonprofit organizations	Monitor	Government, Military and Veterans Affairs	02/08/2017	General File Title printed. Carryover bill Placed on General File with AM177 Government, Military and Veterans Affairs AM177 filed Notice of hearing for February 08, 2017 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB662	(Linehan) Establish a grading system for schools and school districts	Monitor	Education	03/07/2017	In Committee Title printed. Carryover bill Notice of hearing for March 07, 2017 Referred to Education Committee Date of introduction
LB664	(Kuehn) Prohibit a political subdivision from using taxes or fees to employ a lobbyist	Monitor	Government, Military and Veterans Affairs	03/22/2017	In Committee Title printed. Carryover bill Notice of hearing for March 22, 2017 Chambers motion to overrule the Speaker's Agenda failed Chambers motion to reconsider the vote on the motion to overrule the Speaker's Agenda failed Referred to Government, Military and Veterans Affairs Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB688	(Blood) Provide for the possession, use, and application of sunscreen for children and students and provide immunity		Judiciary	01/25/2018	In Committee Notice of hearing for January 25, 2018 Referred to Judiciary Committee Howard name added Date of introduction
LB768	(Quick) Redefine economic development program to include early childhood infrastructure development for cities of the first and second class and villages		Urban Affairs	01/23/2018	General File Placed on General File with AM1586 Urban Affairs AM1586 filed Notice of hearing for January 23, 2018 Referred to Urban Affairs Committee Date of introduction
LB778	(Groene) Require voter approval for school district building fund levies *Clarifies that the special tax (building fund), cannot be used to build a new school building, add additional footage to an existing school building, or purchase sites upon which new buildings will be located. School districts looking to use the building fund to build new buildings, add additional square footage to an existing school building, or purchase land for the site of a new building, must receive approval through a vote of its citizens at a general or special election.*		Education		In Committee Education Priority Bill Education priority bill Referred to Education Committee Brewer name added Date of introduction
LB779	(Groene) Change provisions relating to learning communities *Makes changes in duties and requirements of learning communities. Some include: removing a goal of creating socioeconomic diversity across the learning community and removes the cap on levy expenditures of 10% for elementary learning center employees.*		Education	01/22/2018	In Committee Notice of hearing for January 22, 2018 Referred to Education Committee Date of introduction
LB783	(Vargas) Define "educational interpreter" for purposes of students eligible for special education as prescribed		Education	01/22/2018	In Committee Notice of hearing for January 22, 2018 Referred to Education Committee Date of introduction
LB793	(Riepe) Eliminate provisions relating to specialized services under the Developmental Disabilities Services Act		Health and Human Services	01/25/2018	In Committee Health and Human Services Priority Bill Health and Human Services priority bill Notice of hearing for January 25, 2018 Referred to Health and Human Services Committee Date of introduction
LB801	(Stinner) Adopt the Panhandle Beginnings Act to provide certain services to school-age children		Education	02/12/2018	In Committee Notice of hearing for February 12, 2018 Referred to Education Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB803	**(Stinner) Change provisions related to kindergarten, early childhood education, and the Step Up to Quality Childcare Act**		**Education**	**01/22/2018**	**General File** **Speaker Priority Bill** **Placed on General File with AM1719** **Education AM1719 filed** **Speaker priority bill** **Notice of hearing for January 22, 2018** **Referred to Education Committee** **Date of introduction**
LB804	(Brasch) Include elementary and secondary schools in the Nebraska educational savings plan trust and change tax benefits		Revenue	01/26/2018	In Committee Notice of hearing for January 26, 2018 Referred to Revenue Committee Date of introduction
LB825	(Brewer) Change provisions relating to budgets and public hearing notice for certain governmental entities		Government, Military and Veterans Affairs	01/17/2018	In Committee Notice of hearing for January 17, 2018 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB828	(Lowe) Adopt the Empowerment Savings Account Act *- A school district would pay an amount equal to 3% of the anticipated state average per pupil spending into each empowerment savings account for an eligible student residing in the school district. Appropriate expenses include: online programs approved by the department; educational therapy or services; tutoring services and bank fees.*		Education	01/30/2018	In Committee Notice of hearing for January 30, 2018 Referred to Education Committee Date of introduction
LB829	(Erdman) Adopt the Property Tax Relief Act *A property tax relief bill that would enable Nebraska property owners to get a credit or refund on their state income tax return equal to 50% of that portion of their property tax bill, which goes to fund K-12 education. This may result in a 30% reduction in property taxes.*		Revenue	01/25/2018	In Committee Erdman Priority Bill Erdman priority bill Lowe name added Groene name added Notice of hearing for January 25, 2018 Briese name added Halloran name added Referred to Revenue Committee Brewer name added Date of introduction
LB850	(Linehan) Require disclosure of the anticipated cost to a political subdivision to pay off its bonds *Any political subdivision that issues bonds on or after August 1, 2018, must disclose the anticipated cost to the political subdivision of paying off the bonds according to their terms.*		Government, Military and Veterans Affairs	01/31/2018	In Committee Linehan AM1564 filed Notice of hearing for January 31, 2018 Referred to Government, Military and Veterans Affairs Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB851	(Linehan) Limit superintendent and educational service unit administrator compensation		Education	01/22/2018	In Committee Notice of hearing for January 22, 2018 Referred to Education Committee Date of introduction
LB876	(Kolowski) Change special education reimbursements		Education	01/30/2018	In Committee Notice of hearing for January 30, 2018 Referred to Education Committee Date of introduction
LB877	(Kolowski) Change provisions related to early childhood education in the Tax Equity and Educational Opportunities Support Act		Education	01/30/2018	In Committee Notice of hearing for January 30, 2018 Referred to Education Committee Date of introduction
LB880	(Hansen) Provide for an early childhood element as prescribed for cities with comprehensive plans		Urban Affairs	01/23/2018	General File Placed on General File with AM1792 Urban Affairs AM1792 filed Notice of hearing for January 23, 2018 Referred to Urban Affairs Committee Date of introduction
LB886	(Morfeld) Protect student journalists' and student media advisers' rights of and freedom of speech and of the press		Judiciary	02/08/2018	In Committee Notice of hearing for February 08, 2018 Referred to Judiciary Committee Date of introduction
LB887	**(Murante) Clarify requirements for exceeding budget limitations under the Nebraska Budget Act**		**Government, Military and Veterans Affairs**	**01/18/2018**	**General File** **Placed on General File with AM1781** **Government, Military and Veterans Affairs AM1781 filed** **Notice of hearing for January 18, 2018** **Referred to Government, Military and Veterans Affairs Committee** **Date of introduction**
LB888	(Wayne) Require schools to post the child abuse and neglect toll-free telephone number		Education	01/23/2018	In Committee Notice of hearing for January 23, 2018 Referred to Education Committee Date of introduction

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Document	Description	Position	Committee	Hearing Date	Status
LB910	(Bolz) Adopt the Property Tax Circuit Breaker Act and change the funding of the Property Tax Credit Act *Provides a refundable income tax credit for agricultural and horticultural property tax payers, residential home owners and renters.*		Revenue	02/23/2018	In Committee Notice of hearing for February 23, 2018 Referred to Revenue Committee
LB911	(Bolz) Adopt the School District Local Option Income Surtax Act *Would create a local option income surtax of up to 20% if approved by voters. Funds would be used for property tax reduction or school building construction, remodeling or acquisition.*		Revenue	02/14/2018	In Committee Notice of hearing for February 14, 2018 Referred to Revenue Committee
LB912	(McCollister) Provide for posting a toll-free telephone number set up to report child abuse and neglect		Education	01/23/2018	General File Placed on General File with AM1597 Education AM1597 filed Howard name added Walz name added Baker name added Notice of hearing for January 23, 2018 Referred to Education Committee
LB938	(Stinner) Change provisions relating to the transfer of excess General Fund net receipts to the Cash Reserve Fund		Appropriations	02/08/2018	In Committee Notice of hearing for February 08, 2018 Referred to Appropriations Committee Date of introduction
LB943	(Wishart) Redefine a term relating to budget limitations *– Removes school districts from the 2 ½ percent budget limitation rate applicable and the limitation on growth of restricted funds.*		Government, Military and Veterans Affairs	01/31/2018	In Committee Notice of hearing for January 31, 2018 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB997	(Murante) Provide limits on salaries of administrative employees of political subdivisions		Government, Military and Veterans Affairs	01/25/2018	In Committee Notice of hearing for January 25, 2018 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB998	**(Walz) Create the Collaborative School Behavioral and Mental Health Program**		**Education**	**02/12/2018**	**General File** **Bolz Priority Bill** **Education AM2044 filed** **Placed on General File with AM2044** **Bolz priority bill** **Notice of hearing for February 12, 2018** **Referred to Education Committee** **Baker name added**

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Document	Description	Position	Committee	Hearing Date	Status
					Date of introduction
LB999	(Vargas) Change provisions relating to the Student Discipline Act		Education	02/13/2018	In Committee Notice of hearing for February 13, 2018 Referred to Education Committee Date of introduction
LB1000	**(Briese) Require a bond election under the Public Facilities Construction and Finance Act**		**Government, Military and Veterans Affairs**	**02/01/2018**	**General File** **Placed on General File with AM1717** **Government, Military and Veterans Affairs AM1717 filed** **Notice of hearing for February 01, 2018** **Referred to Government, Military and Veterans Affairs Committee** **Date of introduction**
LB1001	(Briese) Provide for a review of the financing of schools *Requires the State Department of Education to oversee an in-depth review of the financing of the public elementary and secondary schools.*		Education	02/05/2018	In Committee Lowe name added Lindstrom name added Stinner name added Hansen name added Morfeld name added Watermeier name added Baker name added Ebke name added McDonnell name added Notice of hearing for February 05, 2018 Referred to Education Committee Date of introduction
LB1005	(Kolterman) Change county and school retirement provisions		Nebraska Retirement Systems	02/02/2018	In Committee Nebraska Retirement Systems Priority Bill Nebraska Retirement Systems priority bill Notice of hearing for February 02, 2018 Referred to Nebraska Retirement Systems Committee Date of introduction Kolterman motion to suspend rules to permit introduction of bill prevailed
LB1007	(Kolowski) Authorize school districts to levy a tax and establish a fund for facilities-related expenditures *School districts may, upon a 2/3 majority vote of the local school board, levy three cents on each $100 of taxable property for maintenance, upkeep, rehabilition, and construction within existing school district facilities.*		Revenue	02/14/2018	In Committee Notice of hearing for February 14, 2018 Referred to Revenue Committee Date of introduction

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Educational Service Unit Council

Weekly Report for Bills of Interest on 03/01/2018

Document	Description	Position	Committee	Hearing Date	Status
LB1033	(Murante) Eliminate learning communities		Education	02/26/2018	In Committee Notice of hearing for February 26, 2018 Referred to Education Committee Date of introduction
LB1052	(Pansing Brooks) Require instruction and teacher education related to dyslexia		Education	02/13/2018	In Committee Erdman name added Notice of hearing for February 13, 2018 Referred to Education Committee Date of introduction
LB1056	(Hansen) Provide for collection of data on student disciplinary actions		Education	02/06/2018	In Committee Notice of hearing for February 06, 2018 Referred to Education Committee Date of introduction
LB1069	**(Brasch) Change provisions related to the Committee on Americanism**		**Education**	**02/05/2018**	**In Committee** **Brasch Priority Bill** **Hilkemann name added** **Bostelman name added** **McCollister name added** **Riepe name added** **Hughes name added** **Lindstrom name added** **Friesen name added** **Brasch priority bill** **Stinner name added** **Linehan name added** **Kuehn name added** **Briese name added** **Geist name added** **Halloran name added** **Hilgers name added** **Clements name added** **Williams name added** **Watermeier name added** **Groene name added** **Thibodeau name added** **Albrecht name added** **Brewer name added** **Murante name added** **Erdman name added** **Lowe name added** **Notice of hearing for February 05, 2018**

Bromm, Nielsen & Mines

Educational Service Unit Council

Weekly Report for Bills of Interest on 03/01/2018

Document	Description	Position	Committee	Hearing Date	Status
					Referred to Education Committee **Date of introduction**
LB1070	(Brewer) Change an election requirement for school districts with fewer than twenty-five students in high school grades		Education	02/05/2018	General File Placed on General File Notice of hearing for February 05, 2018 Referred to Education Committee Pansing Brooks name added Date of introduction
LB1077	(Friesen) Eliminate levy limits for school districts		Revenue	02/14/2018	In Committee Notice of hearing for February 14, 2018 Referred to Revenue Committee Date of introduction
LB1081	(Education) Change education provisions regarding reporting, penalties, residency, boundaries, priority schools, subpoena authority, poverty, and limited English proficiency		Education	02/12/2018	General File Education Priority Bill Placed on General File Education priority bill Notice of hearing for February 12, 2018 Referred to Education Committee Date of introduction
LB1084	**(Briese) Adopt the Property Tax Request Limitation Act, provide sunset dates for certain tax exemptions and incentives, and change other revenue and taxation provisions** ***The actual value of agricultural land and horticultural land would be determined based upon the land's capitalized net earning capacity.*** ***Eliminates sales tax exemption for many items including: storage and moving services, custom meat slaughtering, utility-type vehicles, cleaning of clothing, landscape services, pet services, taxi, limosine, parking lot services.*** ***Removes sales tax exemption for prepared food and food and food ingredients served by public or private schools, school districts, student organizations,*** ***or parent-teacher associations, in an elementary or secondary school or at any institution of higher education during the*** ***regular school day or at an approved school function; Fees and admissions charged by a public or private elementary or secondary school,*** ***Imposes a new sales tax on soft drinks, candy, and bottled water.*** ***Outright repeals sales tax exemptions on wireless prepaid service.***		**Revenue**	**02/08/2018**	**In Committee** **Briese Priority Bill** **Briese FA109 filed** **McDonnell AM2082 filed** **McDonnell AM2085 filed** **McDonnell AM2084 filed** **McDonnell AM2083 filed** **Briese FA103 filed** **Briese FA104 filed** **Briese FA105 filed** **Notice of hearing for February 08, 2018** **Briese priority bill** **Halloran name added** **Referred to Revenue Committee** **Howard name added** **Blood name added** **Date of introduction**

Bromm, Nielsen & Mines

Educational Service Unit Council

Weekly Report for Bills of Interest on 03/01/2018

Document	Description	Position	Committee	Hearing Date	Status
LB1088	(Wayne) Adopt the Nebraska Education Formula and the Remote Seller Sales Tax Collection Act, terminate the Tax Equity and Educational Opportunities Support Act and the Property Tax Credit Act, and eliminate certain tax exemptions		Revenue	02/27/2018	In Committee
	Adopts the Remote Seller Sales Tax Collection Act to collect sales tax from Internet sellers, creates a funding mechanism for public schools and eliminates TEEOSA.				Notice of hearing for February 27, 2018
	Outright repeals sections on special grants, on annual financial report, on school district expenditures, on state aid payments, Legislative intent on classroom expenditures, and other TEEOSA provisions.				Wayne MO188 Rerefer to Education Committee filed
					Wayne MO185 Rerefer to Government, Military and Veterans Affairs filed
					Referred to Revenue Committee
					Date of introduction
LB1094	(Hilgers) Provide for financial literacy and entrepreneurship academic content standards		Education	02/06/2018	In Committee
					Notice of hearing for February 06, 2018
					Referred to Education Committee
					Date of introduction
LB1100	**(Erdman) Change the valuation of agricultural land and horticultural land**		**Revenue**	**02/23/2018**	**In Committee**
	Creates the Agricultural Land Valuation Board that would value agricultural and horticultural land based upon the land's capitalized net earning capacity, rather than property taxes.				**Brewer name added**
					Notice of hearing for February 23, 2018
					Referred to Revenue Committee
					Date of introduction
LB1103	(Friesen) Provide a minimum amount of state aid for each school district		Education	02/06/2018	In Committee Friesen Priority Bill
	Creates foundation aid that is the greater of 25% of the basic funding calculated for a school district or the total amount certified for a local system, proportionally based on the formula students attributed to each district.				Friesen priority bill
					Notice of hearing for February 05, 2018 (cancel)
					Notice of hearing for February 06, 2018
					Notice of hearing for February 05, 2018
					Referred to Education Committee
					Date of introduction
LB1106	(Linehan) Change requirements for overriding property tax limits		Revenue	02/14/2018	In Committee
	If a public school ballot question is placed on the ballot at a statewide primary or general election and a majority of the votes cast upon the ballot question are in favor of such tax, the ballot question is approved. If the ballot question is placed on the ballot at a special election and a majority of the votes cast upon the ballot question are in favor of such tax, and if the number of favorable votes for such tax is at least equal to one-half of the number of registered voters voting at the immediately preceding statewide primary election in the political subdivision, plus one, the ballot question is approved.				Notice of hearing for February 14, 2018
					Referred to Revenue Committee
					Date of introduction
LB1108	(Harr) Authorize certain tax credits, change the sales tax rate, and provide for school foundation aid and certain grant programs		Revenue	02/01/2018	In Committee Harr Priority Bill
					Harr priority bill
					Notice of hearing for February 01, 2018
					Referred to Revenue Committee
					Date of introduction

Bromm, Nielsen & Mines

Educational Service Unit Council

Weekly Report for Bills of Interest on 03/01/2018

Document	Description	Position	Committee	Hearing Date	Status
LB1110	(Vargas) Require annual reporting of school performance scores and classifications		Education	02/13/2018	In Committee Notice of hearing for February 13, 2018 Referred to Education Committee Date of introduction
LB1116	(Linehan) Create the Quality Education Accountability Commission and the Quality Education Accountability Office		Education	02/13/2018	In Committee Notice of hearing for February 13, 2018 Referred to Education Committee Date of introduction
LB1117	(Crawford) Change certain cigarette and tobacco products tax rates *Would raise the tax on cigarettes by $1.50 per pack, and by 51-cents per ounce on snuff.*		Revenue	02/15/2018	In Committee Notice of hearing for February 15, 2018 Referred to Revenue Committee Date of introduction
LB1125	(Groene) Change school finance base limitation and local effort rate provisions *Related to school finance, the bill would change the base limitation; the local effort rate; the determination and certification dates relating to distribution of aid and certification of certain budget limitations.*		Education	02/26/2018	In Committee Notice of hearing for February 26, 2018 Referred to Education Committee Date of introduction
LB1128	(Wayne) Prohibit counties, local governments, and certain state entities from spending legislative appropriations under certain conditions		Government, Military and Veterans Affairs	01/31/2018	In Committee Notice of hearing for January 31, 2018 Referred to Government, Military and Veterans Affairs Committee Date of introduction
LB1135	(Vargas) Adopt the Alternative Certification for Quality Teachers Act		Education	02/05/2018	In Committee Notice of hearing for February 05, 2018 Referred to Education Committee Date of introduction
LR270CA	(Kolowski) Constitutional amendment to reduce the minimum age in the constitutional requirement to provide free instruction		Education	01/23/2018	In Committee Notice of hearing for January 23, 2018 Referred to Education Committee Date of introduction
LR285CA	(Murante) Constitutional amendment to eliminate the State Board of Education		Education	02/20/2018	In Committee Notice of hearing for February 20, 2018 Referred to Education Committee Date of introduction

LB1001
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 1001

Introduced by Briese, 41.

Read first time January 16, 2018

Committee: Education

A BILL FOR AN ACT relating to school finance; to require a review of the financing of schools; and to provide duties for the State Department of Education.

Be it enacted by the people of the State of Nebraska,

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Section 1. (1) The State Department of Education shall oversee an in-depth review of the financing of the public elementary and secondary schools. The review shall include, but not be limited to:

(a) Examination of methods of financing public elementary and secondary schools that would provide equitable educational opportunities across the state and offer alternatives to a heavy reliance on property tax;

(b) Examination of financing issues as they relate to the quality and performance of public elementary and secondary schools;

(c) Examination of the costs and resources necessary to meet the diverse and growing needs of students across the state;

(d) Examination of methods used by other states to fund public elementary and secondary school infrastructure needs; and

(e) Examination of other issues related to public elementary and secondary school finance as determined by the department.

(2) The department may obtain assistance from the Department of Revenue to acquire necessary data to carry out this section.

(3) The department shall prepare a preliminary report on the progress of the review and submit such report electronically to the Legislature on or before December 31, 2018. The department shall submit the final report with recommendations electronically to the Governor and Legislature on or before December 1, 2019.

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB1001

Chairperson: Senator Mike Groene

Committee: Education

Date of Hearing: February 05, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB 1001 will direct a study of K-12 education in Nebraska. Specifically, the study will examine: funding and alternatives to heavy reliance on property taxes; methods used by other states to fund K-12 education; costs and resources as they relate to needs across the state. The study will be submitted to the Governor and the Legislature no later than December 1, 2019.

Principal Introducer: _____

Senator Tom Briese

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2017

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

FIRST SESSION

LEGISLATIVE BILL 651

Introduced by Linehan, 39.

Read first time January 18, 2017

Committee: Education

A BILL FOR AN ACT relating to schools; to adopt the Nebraska Reading Improvement Act.

Be it enacted by the people of the State of Nebraska,

Section 1. Sections 1 to 12 of this act shall be known and may be cited as the Nebraska Reading Improvement Act.

Sec. 2. It is the intent of the Legislature that:

(1) Each student's progression from one grade to the next grade be determined, in part, by his or her proficiency in reading;

(2) School boards develop policies to facilitate reading instruction and create intervention services to address student reading needs;

(3) Each student and his or her parents or guardians be informed of the student's reading progress; and

(4) Each student in a public school be able to read at or above grade level by third grade.

Sec. 3. School districts shall offer an accelerated reading intervention program for the purpose of ensuring that students can read at or above grade level at the end of third grade. The accelerated reading intervention program shall:

(1) Be provided to all students in kindergarten, first grade, second grade, and third grade who are identified as having a reading deficiency based upon state-approved local or statewide assessments administered within the first thirty days of the school year;

(2) Provide intensive development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;

(3) Monitor the reading progress of each student's reading skills throughout the school year and adjust instruction accordingly; and

(4) Be implemented during regular school hours in addition to the regular reading instruction.

Sec. 4. Any student who exhibits a reading deficiency at any time, based upon state-approved local or statewide assessments conducted in kindergarten, first grade, second grade, or third grade shall receive an individual reading improvement plan no later than thirty days after identification of the reading deficiency. The reading improvement plan shall be created by the teacher, the principal, other pertinent school

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personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive to remedy the reading deficiency. Each such student shall receive intensive reading intervention services until the student no longer has a reading deficiency.

Sec. 5. The school of any student who, in kindergarten, first grade, second grade, or third grade, exhibits a reading deficiency at any time during the school year, based upon a state-approved local or statewide assessment, shall notify such student's parents or guardians in writing no later than fifteen days after the identification of the reading deficiency. The written notification shall include the following:

(1) That the student has been identified as having a reading deficiency and an individual reading improvement plan will be established by the teacher, the principal, other pertinent school personnel, and the parents or guardians;

(2) A description of the current services that are provided to the student;

(3) A description of the proposed reading intervention and supplemental instructional services and support that will be provided to the student which are designed to remedy the identified area or areas of reading deficiency;

(4) Strategies for parents or guardians to use at home in helping the student succeed in reading;

(5) That if the student's reading deficiency is not corrected by the end of third grade, the student will not be promoted to fourth grade unless he or she qualifies for an exemption pursuant to section 7 of this act; and

(6) That while the statewide assessment is the initial determinant for promotion at the end of third grade, it is not the sole determinant of promotion and that additional evaluations, including, but not limited to, portfolio reviews and alternative assessments, are available pursuant

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to such exemptions.

Sec. 6. (1) Beginning with school year 2019-20, each student shall demonstrate sufficient reading skills by the end of third grade as demonstrated by the student scoring at or above grade level on the third grade statewide reading assessment or the student shall be retained in third grade unless he or she qualifies for an exemption pursuant to section 7 of this act.

(2) Each school district shall provide summer reading camps to all third grade students scoring below grade level on the third grade statewide reading assessment. Summer reading camps shall be staffed with highly effective reading teachers as evidenced by evaluations based on classroom observation and student improvement on reading assessments. The teacher shall provide reading intervention services and support to remedy the identified area or areas of reading deficiency. Summer reading camps shall include, at a minimum, seventy hours of instructional time in reading.

Sec. 7. (1) A school board may only exempt students from mandatory retention in third grade pursuant to section 6 of this act for good cause. The exemption shall apply to the following students:

(a) A student who demonstrates performance at or above grade level on an alternative standardized reading assessment approved by the State Board of Education;

(b) A student who demonstrates, through a student portfolio, performance at or above grade level as evidenced by demonstrating mastery of all third grade state reading standards through multiple work samples;

(c) A student who is a child with a disability as defined in section 79-1117 and has an individualized education plan which indicates that participation in the statewide assessment program is not appropriate;

(d) A limited English proficiency student as defined in section 79-1003 who has had less than two years of instruction pursuant to a limited English proficiency plan;

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(e) A student who is a child with a disability as defined in section 79-1117 and participates in the statewide assessment and has an individualized education plan that reflects that the student has received intensive reading intervention services for more than two years but still demonstrates a reading deficiency and was previously retained in kindergarten, first grade, second grade, or third grade;

(f) A student who has received intensive reading intervention services for two or more years but still demonstrates a reading deficiency and who was previously retained in kindergarten, first grade, second grade, or third grade for a total of two years; and

(g) A student who has previously been retained in third grade.

(2) A request to exempt a student from mandatory retention pursuant to one of the exemptions described in subsection (1) of this section shall be made as follows:

(a) The student's teacher shall submit documentation to the school principal, recommending promotion of the student. Such documentation shall consist of only material supporting the exemption being requested, the existing reading improvement plan or individualized education plan, and the alternative assessment or student portfolio results as applicable; and

(b) The school principal shall review and discuss the recommendation with the teacher and make the determination as to whether the student should be promoted. If the principal determines that the student should be promoted based on the documentation provided, the principal shall make such recommendation in writing to the superintendent of the school district. The superintendent shall accept or reject the principal's recommendation in writing.

(3) If a student is promoted to fourth grade pursuant to an exemption specified in this section, his or her school shall provide the student with intensive reading intervention services that include specialized diagnostic information and specific reading strategies to

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meet the needs of such student. The school district shall assist schools and teachers with the implementation of reading strategies demonstrated by research to be successful in improving reading among students with reading deficiencies.

Sec. 8. A school district shall assist schools with providing written notification to the parents and guardians of any student who is retained pursuant to section 6 of this act that such student has not met the proficiency level required for promotion, the reasons the student is not eligible for an exemption pursuant to section 7 of this act, and that the student will be retained in third grade. The notification shall include a description of the proposed interventions and support that will be provided to the student to remedy the identified area or areas of reading deficiency.

Sec. 9. Beginning with school year 2019-20, the school of any student retained pursuant to section 6 of this act shall provide such student with intensive reading intervention to remedy the student's specific reading deficiency. Such reading intervention services shall include effective instructional strategies to accelerate student progress. Each such school district shall:

(1) Conduct a review of student reading improvement plans for all students who scored below grade level on the reading portion of the statewide assessment and who did not meet the criteria for one of the exemptions specified in section 7 of this act. The review shall address additional support and services as described in this section which are available to remedy the identified area or areas of reading deficiency;

(2) Provide retained students with highly effective reading teachers as evidenced by evaluations based on classroom observations and student improvement on reading assessments;

(3) Provide retained students with reading intervention services and support to remedy the identified area or areas of reading deficiency, including, but not limited to:

(a) More dedicated time than the previous school year spent in reading instruction and intervention which is based in scientific research;

(b) Daily targeted small group reading intervention based on student needs as determined by diagnostic assessment data;

(c) Reading programs based in scientific research which have demonstrated results in accelerating student reading achievement within the same school year;

(d) Explicit and systematic instruction with more detailed explanations, more extensive opportunities for guided practice, and more opportunities for error correction and feedback;

(e) Administration of assessments to frequently monitor student progress; and

(f) Before-school or after-school supplemental reading intervention based in research, delivered by a teacher or tutor with specialized reading training; and

(4) Provide parents and guardians of retained students with a read-at-home plan outlined in a parental contract, including, but not limited to, participation in parent training workshops and regular parent-guided home reading.

Sec. 10. (1) Each public school shall establish an intensive acceleration class for any student retained in third grade who was previously retained in kindergarten, first grade, second grade, or third grade. The focus of the intensive acceleration class shall be to increase a student's reading level at least two grade levels in one school year.

(2) The intensive acceleration class shall:

(a) Have a reduced teacher-student ratio;

(b) Provide students with highly effective reading teachers as evidenced by evaluations based on classroom observation and student improvement on reading assessments;

(c) Provide reading instruction and intervention for the majority of

student contact time each day;

(d) Use reading programs based in scientific research which have proven results in accelerating student reading achievement within the same school year;

(e) Administer assessments to frequently monitor student progress and adjust instruction according to student needs;

(f) Provide students the option of being placed in a transitional instructional setting. Such setting shall be designed specifically to produce learning gains sufficient to meet fourth grade performance standards while continuing to correct the area or areas of reading deficiency;

(g) Provide before-school or after-school supplemental reading instruction based in research and delivered by a teacher or tutor with specialized reading training; and

(h) Provide parents and guardians with a read-at-home plan outlined in a parental contract, including, but not limited to, participation in parent training workshops and regular parent-guided home reading.

(3) Each school district shall report to the State Department of Education, in the manner prescribed by the department, the progress of every student enrolled in the intensive acceleration class at the end of the first semester.

Sec. 11. By September 1 of each year, each school board shall annually report in writing to the State Department of Education the following information on the prior school year:

(1) The school board's policies and procedures on student retention and promotion;

(2) By grade, the number and percentage of all students in kindergarten, first grade, second grade, and third grade who were identified with a reading deficiency at the beginning of the school year and who performed at or above grade level at the end of the school year, as demonstrated by achieving a passing score on the state-approved local

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assessment or statewide assessment;

(3) By grade, the number and percentage of all students in kindergarten, first grade, second grade, and third grade performing below grade level on the state-approved local assessment or statewide assessment;

(4) By grade, the number and percentage of all students retained in kindergarten, first grade, second grade, and third grade;

(5) Information on the total number and percentage of students in third grade who were promoted pursuant to an exemption pursuant to section 7 of this act, by each category of good cause described in such section; and

(6) Any revisions to the school board's policy on student retention and promotion from the prior year's report.

Sec. 12. The State Department of Education shall establish a uniform format for school districts to report the information required pursuant to section 11 of this act. The format shall be developed with input from school boards and shall be provided to each school district no later than ninety days prior to the annual due date. The department shall annually compile the information submitted under section 11 of this act along with state-level summary information and report such information to the State Board of Education, the public, the Governor, and electronically to the Legislature by October 1 of each year. The department shall provide technical assistance as needed to assist school boards in carrying out this section.

PREPARED BY: Sandy Sostad
DATE PREPARED: March 01, 2017
PHONE: 471-0054

LB 651

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES (See narrative for political subdivision estimates)

	FY 2017-18		FY 2018-19	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS	See Below		See Below	
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	See Below		See Below	

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 651 is the Nebraska Reading Improvement Act. The bill provides requirements for school districts and the State Department of Education (NDE) as follows:

Reading Intervention Programs: The bill requires school districts to develop individual reading improvement plans for students in kindergarten through grade three no later than 30 days after a deficiency in reading is identified based upon state-approved local or statewide assessments. The plan is to be created by the teacher, principal, other pertinent school personnel and the parents of the student. Students with a plan are to receive intensive reading intervention services until the student no longer has a reading deficiency.

The state assessment program does not currently test children in grades kindergarten, one or two. State approved local or statewide reading proficiency tests would be needed for these grades. NDE indicates that most districts use a local formative assessment to determine reading proficiency. If all districts are administering these tests and they are adequate, then no additional local or state costs will need to be incurred for assessments.

If NDE is responsible for a statewide assessment for kindergarten, first and second graders, then the department will review available commercial tests for their quality and if they are not appropriate, then tests will be developed. It is estimated NDE will have a general fund cost of about $900,000 if the state is required to develop assessments for three grades ($300,000 per grade).

Beginning in FY2019-20, if a student's reading deficiency is not remedied by the end of grade three, the student must be retained in that grade. Several exemptions for students meeting certain criteria are provided in the bill. Schools are required to provide summer reading camps for all grade three students scoring below grade level on the grade three statewide reading assessment. Camps are to be staffed by highly effective reading teachers and must have a minimum of 70 hours of instructional time.

Schools also must provide retained students with intensive reading intervention programs as outlined in the bill that are staffed by highly effective reading teachers. Intensive acceleration classes must also be provided for students who are retained in the third grade and who were also retained in an earlier grade. The intensive classes must be designed to increase a child's reading level at least two grade levels in one year. School districts must provide prescribed data on the reading programs and participants to NDE after the first semester.

The bill will have an unknown fiscal impact for school districts to administer assessments, develop and implement individual reading improvement plans, provide summer reading camps and provide intensive acceleration classes for students with reading deficiencies.

Annual Report on Student Retentions and Promotions: The bill requires NDE to establish a uniform format for school districts to report information on student retention and promotion as required by LB 651. The department is to annually compile the information and provide a state-level summary on an annual basis. NDE is also required to provide technical assistance to school districts as needed to provide such information. These provisions will increase the workload of the department. NDE indicates that existing staff and resources will be used to handle the increased activities.

ADMINISTRATIVE SERVICES STATE BUDGET DIVISION: REVIEW OF AGENCY & POLT. SUB. RESPONSES		
LB: 651 AM:	AGENCY/POLT. SUB: Department of Education	
REVIEWED BY: James Van Bruggen	DATE: 1/27/17	PHONE: (402) 471-4179
COMMENTS: The Department of Education's estimate appears reasonable.		

Please complete ALL (5) blanks in the first three lines.

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FISCAL NOTE

LB(1) 651

State Agency OR Political Subdivision Name: (2) Education

Prepared by: (3) Cory Epler Date Prepared: (4) 1/26/2017 Phone: (5) 1-3240

ESTIMATE PROVIDED BY STATE AGENCY OR POLITICAL SUBDIVISION

	FY 2017-18		FY 2018-19	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS	$0		$0	
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	$0		$0	

Explanation of Estimate:

As written, the costs associated with this bill would mainly rest with local school districts (e.g. developing additional reading intervention resources, implementing summer reading camps, classrooms with reduced staffing, parent activities/communication, etc.).

The bill requires that "all students in kindergarten, first grade, second grade, and third grade who are identified as having a reading deficiency based upon ***state-approved local*** or ***statewide assessments*** administered within the first thirty days of the school year." Most districts current utilized a local formative assessment to determine reading proficiency. However, if the state were to develop and implement a reliable and valid assessment to determine reading proficiency for students in grades K-3, the cost would be significant. Approximate cost to develop 3rd grade NeSA is $1 million.

BREAKDOWN BY MAJOR OBJECTS OF EXPENDITURE

Personal Services:

POSITION TITLE	NUMBER OF POSITIONS 17-18	18-19	2017-18 EXPENDITURES	2018-19 EXPENDITURES
Benefits				
Operating				
Travel				
Capital outlay				
Aid				
Capital improvements				
TOTAL				

Rev. 01/04/2017

One Hundred Fifth Legislature - First Session - 2017

Introducer's Statement of Intent

LB651

Chairperson: Senator Mike Groene

Committee: Education

Date of Hearing: March 07, 2017

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

The Nebraska Reading Improvement Act would require that each Nebraska public school student's progression from one grade to another be determined, in part, upon proficiency in reading. School district board policies would facilitate reading instruction and intervention services to address student reading needs. Each student and his or her parent or guardian must be informed of that student's reading progress.

Principal Introducer: _____

Senator Lou Ann Linehan

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 801

Introduced by Stinner, 48.

Read first time January 04, 2018

Committee: Education

A BILL FOR AN ACT relating to children; to adopt the Panhandle Beginnings Act; to state intent relating to appropriations; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

Section 1. Sections 1 to 8 of this act shall be known and may be cited as the Panhandle Beginnings Act.

Sec. 2. (1) The Legislature recognizes that:

(a) The Panhandle of Nebraska has limited resources to detect and treat mental illness in school-age children;

(b) Many school-age children suffer from bipolar disorder, disruptive behavior impulse control disorder, schizophrenia, and violent, irrational behavior;

(c) Many school-age children have had adverse childhood experiences and at least one major depressive episode;

(d) All such conditions, without intervention, have been linked to long-term, significantly negative impacts on an individual's developing brain, altering neural systems that result in enduring emotional, behavioral, cognitive, mental, social, and physical health problems; and

(e) In addition, many of the school-age children who suffer from such conditions are more likely to engage in illicit drug use, to binge alcohol consumption, and to become addicted to opioids. Additional stressors include conditions under poverty, including experiencing food insecurity.

(2) The conditions and stressors recognized in subsection (1) of this section, in combination with a lack of sufficient resources in the Panhandle of Nebraska result in a number of school-age children needing publicly funded therapeutic day treatment, day school, and intensive outpatient services. The Legislature recognizes a need to place the school-age children described in subsection (1) of this section into close proximity to their families, making reintegration into home communities more effective.

(3) The Legislature also affirms that effective therapy for the conditions mentioned in subsection (1) of this section includes comprehensive treatment based on the principles of neurodevelopment and neurobiology with the assumption that an individual's behavior and self-

regulation includes emotional, behavioral, social motor, and neurophysiological functioning driven by neural integration.

Sec. 3. The intent of the Legislature is to develop a pilot project named Panhandle Beginnings establishing a collaborative therapeutic facility in the Panhandle of Nebraska. Panhandle Beginnings shall fulfill the need for therapeutic day treatment, day school, and intensive outpatient services for school-age children described in section 2 of this act. The Legislature hereby affirms its intent to fund Panhandle Beginnings for fiscal years 2018-19 through 2022-23 with the expectation that it will reach self-sufficiency and be replicated in other areas of Nebraska where similar service deficits exist.

Sec. 4. For purposes of the Panhandle Beginnings Act:

(1) Board means the Panhandle Beginnings Advisory Board established pursuant to section 8 of this act;

(2) Day school means a self-contained special education program which provides services to students with intensive needs that cannot be met by the education program of students' resident school districts;

(3) Day treatment means a community-based, coordinated set of individualized treatment services to individuals with psychiatric disorders who are not able to function full time in a normal school, work, or home environment and need additional structured activities, including, but not limited to: Diagnostic, medical, psychiatric, psychosocial, and adjunctive treatment modalities;

(4) Department means the State Department of Education;

(5) Educational staff member means an employee of Panhandle Beginnings hired as an instructor who (a) holds a valid certificate issued by the Commission of Education pursuant to section 79-802, (b) is endorsed to teach in the assigned area, and (c) meets the criteria of a teacher under the federal Individuals with Disabilities in Education Act of 2004 as set out in rules and regulations adopted and promulgated by the department;

(6) Enrollee means an individual who meets the requirements under subdivision (2), (3), or (4) of section 6 of this act;

(7) Intensive outpatient services means nonresidential, intensive, structured interventions consisting of counseling and education to improve the mental health, sexually harmful behavior, substance use disorder, or eating disorder symptoms that may significantly interfere with functioning in familial, social, occupational, or educational domains, including, but not limited to, ongoing assessment, individual, group, and family psychotherapy, and other treatment modalities determined effective for each individual;

(8) Least restrictive environment means a setting in which, to the maximum extent appropriate, children with disabilities are educated with children who are not disabled and that special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily;

(9) Multidisciplinary evaluation means the analysis, assessment, and documentation of educational and developmental abilities and needs of each child referred for the purpose of individual evaluation;

(10) Panhandle of Nebraska means the counties of Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Sioux, Scotts Bluff, and Sheridan;

(11) Positive behavioral interventions and supports means a framework or approach for assisting school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students;

(12) Resident school district means the school district in which the enrollee was originally enrolled and in which the enrollee resides;

(13) Therapeutic staff member means an employee of Panhandle

Beginnings hired specifically to address the therapeutic needs of the enrollees and their parents or legal guardians, including, but not limited to, independent mental health practitioners, mental health practitioners, psychologists, or social workers holding a valid credential issued pursuant to the Uniform Credentialing Act; and

(14) Trauma-informed care means a program that is a developmentally sensitive, neurobiology-informed approach to clinical problem solving which (a) integrates core principles of neurodevelopment and traumatology, realizes the widespread impact of trauma, and understands potential paths for recovery, (b) recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system, (c) responds by fully integrating knowledge about trauma into policies, procedures, and practices, and (d) seeks to actively resist re-traumatization.

Sec. 5. Panhandle Beginnings is created as a day school, day treatment, and intensive outpatient services therapeutic and educational program for the following purposes:

(1) Panhandle Beginnings shall be a therapeutic treatment and educational setting that adheres to the principles set forth in section 2 of this act. Panhandle Beginnings shall provide day treatment, day school, and intensive outpatient services to enrollees through the end of the school year in which they become twenty-one years of age with preference given to those who reside within Region I Behavioral Health Authority or Educational Service Unit No. 13 service areas and respecting all contractual obligations and memoranda of understanding with other regional behavioral health authorities and educational service units. Enrollees shall fulfill requirements for entry as set forth in subsections (2), (3), and (4) of section 6 of this act;

(2) Panhandle Beginnings shall be designed with support of mental or behavioral health professionals to help enrollees develop the social and emotional skills in an intensive setting necessary to become successful

in academic and social environments and to facilitate movement of acute mental health and behavioral needs by stabilizing the precipitating condition and relapse potential;

(3) Panhandle Beginnings shall be a collaborative effort of case management and coordinated services cooperating with other governmental agencies, private mental and behavioral health practitioners, and parents or legal guardians of enrollees to provide positive behavioral interventions and supports necessary as an integral part of delivery of services; and

(4) Upon enrollment of an enrollee, Panhandle Beginnings shall conduct an initial placement meeting in which staff shall inform the parent or legal guardian of the enrollee to which program the enrollee is being admitted, goals being set for the successful reintegration into the resident school district, and any specific items necessary for the coordination of services.

Sec. 6. (1) Therapeutic methods appropriate to each enrollee shall be determined based on his or her clinical needs and governed by service definitions and evidence-based practices. Therapeutic programming shall adhere to the principles of trauma-informed care which includes a methodology of developmentally sensitive and neurobiology-informed approaches to clinical problem solving.

(2) Panhandle Beginnings shall provide a medically necessary, community-based, coordinated set of individualized treatment services to enrollees receiving day treatment services. The guidelines proposed for day treatment shall be based on best practices for the level of therapeutic services needed for effective treatment. In order for enrollees to receive day treatment services under direction of Panhandle Beginnings, the following requirements must be met:

(a) The enrollee demonstrates symptomology consistent with a diagnosis as defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, which significantly impairs functioning and

requires and can reasonably be expected to respond to therapeutic intervention, including mental health treatment or substance use treatment;

(b) The enrollee is medically stable and does not require twenty-four-hour medical or inpatient monitoring but requires three to five units of outpatient level of care daily as indicated by service definitions contained in rules and regulations of the department and the medical assistance program established pursuant to section 68-908 up to five times a week;

(c) The enrollee receives active treatment of no less than three to six units of care daily as indicated by service definitions contained in rules and regulations of the department and the medical assistance program established pursuant to section 68-908 and no less than five units a week of comprehensive mental and behavioral health services;

(d) Parents or a legal guardian sign consent for treatment;

(e) The enrollee receives at least one session of psychotherapy or substance abuse counseling services per scheduled treatment day. Such services may include individual psychotherapy, group psychotherapy, or family therapy; and

(f) The enrollee is verified as a student with a disability under the federal Individuals with Disabilities in Education Act, 20 U.S.C. 1431 to 1445, as such act and sections existed on January 1, 2018, and rules and regulations of the department.

(3) Panhandle Beginnings shall provide an educationally necessary, community-based, coordinated set of individualized treatment services to those receiving day school services. Day school shall focus on the enhancement of emotional and behavioral regulation skills, treatment of mental health concerns, and provision of individualized evidence-based practices to enhance each enrollee’s ability to successfully access the least restrictive environment for their appropriate and comprehensive education. In order for enrollees to receive day school services under

direction of Panhandle Beginnings, the following requirements must be met:

(a) Evidence of and documentation indicating that prior attempts of evidence-based interventions have been attempted with fidelity in a less restrictive environment and that these attempts have occurred over a period of four to six weeks for a first-level attempt and four to six weeks for a second-level attempt unless a multidisciplinary evaluation by Panhandle Beginnings shows that the enrollee engages in serious violent behavior that endangers himself or herself or others in the least restrictive environment or the enrollee exhibits significant mental health needs that suggest a more restrictive environment would be the least restrictive environment for placement;

(b) There is a unanimous multidisciplinary evaluation and leadership confirmation followed by the individualized education program team agreement, if applicable;

(c) The enrollee is medically stable and does not require twenty-four-hour medical or inpatient monitoring;

(d) The enrollee receives active treatment of no less than three to six units of care daily as indicated by service definitions contained in rules and regulations of the department and the medical assistance program established pursuant to section 68-908 and no less than five units a week of comprehensive mental and behavioral health services;

(e) Parents or a legal guardian sign consent for treatment; and

(f) The enrollee is verified as a student with a disability under the federal Individuals with Disabilities in Education Act, 20 U.S.C. 1431 to 1445, as such act and sections existed on January 1, 2018, and rules and regulations of the department.

(4) Panhandle Beginnings shall provide a multidisciplinary, multimodal, structured treatment in an outpatient setting to enrollees receiving intensive outpatient services. Services shall be based on individual medical need. In order for enrollees to receive intensive

outpatient services under this subsection, Panhandle Beginnings shall provide nine or more units per week of mental and behavioral health services as indicated by service definitions contained in rules and regulations of the department and the medical assistance program established pursuant to section 68-908, including, but not limited to, psychoeducation, individual therapy, group therapy, and family therapy. Units of treatment may be reduced as clinically defined.

Sec. 7. (1) All enrollees in day treatment and day school shall receive instruction by a member of the educational staff, which instruction is aligned with the curriculum of the resident school district.

(2) Instructional methodology shall be designed using evidence-based strategies for supporting positive behaviors within the classroom while addressing root causes of behavior with the intent that an enrollee will be returned to a less restrictive environment when appropriate. Positive behavioral interventions and supports shall be a component of such instructional methodology.

(3) Training of educational staff members shall be based on behavioral strategies, consisting of the components of positive behavioral interventions and supports and trauma-informed practices. All educational staff members shall also receive training on intervention strategies focusing on special treatment procedures, including de-escalation techniques and least restrictive forms of restraint, to be used by educational staff members as a last resort when an enrollee is a danger to himself, herself, or others. Additional training shall be provided to educational staff members regarding evidence-based practices to manage behaviors and provide support to enrollees within the classroom. Therapeutically based training within the day treatment program shall include both therapeutic and educational staff members receiving comprehensive training on trauma-informed practices. Panhandle Beginnings shall make available all training described in this subsection

to parents or legal guardians of the enrollees and the staff of the enrollees' resident school districts as part of the effort to transition enrollees to their resident school districts.

(4) Panhandle Beginnings staff members shall meet with parents or legal guardians regularly to discuss progress in person, by telephone, or by means of secure video conferencing. As appropriate, team meetings shall take place between Panhandle Beginnings staff members and the staff members of the resident school district.

(5) Reintegration into the resident school district shall be decided on an individual basis and planned through team meetings once the enrollee has met the goals determined during the initial placement meeting as described in section 5 of this act. Consideration for the needs of the resident school district shall be included. The reintegration process shall be individualized for enrollees and shall include a strong psychoeducational and behavioral health consultation component and may include the periodic attendance of one resident school district employee.

(6) Acknowledging the geographical distance within the service area, barriers to travel may become cumbersome for an enrollee to receive services at Panhandle Beginnings. A portion of the educational component may include an outreach specialist to design a program for coordination of services with the enrollee's resident school district. Such specialist may also coordinate reintegration into the resident school district.

(7) The length of stay of enrollees in Panhandle Beginnings programs shall be individualized and based on clinical criteria for admissions and continued stay, taking into consideration an expectation of twenty-one to ninety days within the therapeutic day treatment setting.

Sec. 8. (1) The Panhandle Beginnings Advisory Board is created.

(2) The board shall consist of seven appointed members. Six of the appointed members shall be representatives as described in subdivisions (3)(a) through (3)(c) of this section, and one of the appointed members

shall not be an employee of the State of Nebraska or any such entities as described in such subdivisions and shall have at least five years of experience in the field of mental or behavioral health.

(3) The six appointed representative members shall be as follows:

(a) Two of the appointed members shall be employees of Educational Service Unit No. 13 and shall include one administrator and one director of its programs;

(b) Two of the appointed members shall be employees of Region 1 Behavioral Health Authority and shall include one administrator and one specialist of any of its services; and

(c) Two of the appointed members shall be employees of any school district with boundaries located in the Panhandle of Nebraska and shall include one administrator and one specialist of any of the mental or behavioral health services provided by such school districts.

(4) Appointments to the board shall be made by the Governor and subject to approval of the Legislature. All appointed members shall be residents of Nebraska.

(5) Except as otherwise provided in this section, all members shall serve for terms of four years or until a successor has been appointed and qualified. The terms shall begin on January 1 of the appropriate year.

(6) To ensure an experienced and knowledgeable board, the initial terms of the appointed members shall be staggered as follows:

(a) One of the two members described in subdivisions (3)(a) through (3)(c) of this section shall be appointed to serve for a two-year term which ends in 2020;

(b) One of the two members described in such subdivisions shall be appointed to serve for a four-year term which ends in 2022; and

(c) The appointee who is not an employee of the State of Nebraska or any of the entities described in such subdivisions and who has at least five years of experience in the field of mental or behavioral health shall be appointed to serve for a four-year term which ends in 2022.

(7) In the event of a vacancy in office, the Governor shall appoint a person to serve the unexpired portion of the term, subject to the approval of the Legislature.

(8) The board shall:

(a) Appoint a clinical director to administer the day treatment program and a principal to administer the day school under direction of the board;

(b) Adopt rules and procedures to which the Panhandle Beginnings clinical director, principal, and staff must adhere;

(c) Adopt rules and procedures for the management of the board; and

(d) Keep a complete record of all proceedings taken at any meeting of the board.

Sec. 9. It is the intent of the Legislature to appropriate for purposes of the Panhandle Beginnings Act from the General Fund:

(1) For fiscal year 2018-19, one hundred thirty-five thousand dollars for startup costs and six hundred sixty-seven thousand three hundred thirty-seven dollars for the educational costs for a total of eight hundred two thousand three hundred thirty-seven dollars;

(2) For fiscal year 2019-20, two hundred thousand dollars in facility costs and two hundred thirty-three thousand six hundred sixty-eight dollars in educational costs for a total of four hundred thirty-three thousand six hundred sixty-eight dollars;

(3) For fiscal year 2020-21, two hundred thousand dollars in facility costs and two hundred thirty-three thousand six hundred sixty-eight dollars in educational costs for a total of four hundred thirty-three thousand six hundred sixty-eight dollars;

(4) For fiscal year 2021-22, two hundred thousand dollars in facility costs and two hundred thirty-three thousand six hundred sixty-eight dollars in educational costs for a total of four hundred thirty-three thousand six hundred sixty-eight dollars; and

(5) For fiscal year 2022-23, two hundred thousand dollars in

facility costs and two hundred thirty-three thousand six hundred sixty-eight dollars in educational costs for a total of four hundred thirty-three thousand six hundred sixty-eight dollars.

Sec. 10. Since an emergency exists, this act takes effect when passed and approved according to law.

LB803
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 803

Introduced by Stinner, 48.

Read first time January 04, 2018

Committee: Education

A BILL FOR AN ACT relating to children; to amend sections 79-728, 79-1101, and 79-1104, Reissue Revised Statutes of Nebraska, and sections 71-1954, 71-1955, 71-1956, 71-1957, 71-1958, 71-1959, 71-1960, 71-1961, 71-1962, 71-1963, and 79-101, Revised Statutes Cumulative Supplement, 2016; to amend the Step Up to Quality Child Care Act; to redefine terms; to change school district requirements for kindergarten; to change school district requirements for prekindergarten programs and early childhood education programs; to harmonize provisions; to repeal the original sections; and to outright repeal section 79-212, Reissue Revised Statutes of Nebraska.

Be it enacted by the people of the State of Nebraska,

Section 1. Section 71-1954, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1954 For purposes of the Step Up to Quality Child Care Act:

(1) Applicable ~~child care and early childhood education~~ programs include:

(a) Child care programs licensed under the Child Care Licensing Act which serve children from birth until enrollment in kindergarten ~~to kindergarten-entrance age~~;

(b) Prekindergarten services, ~~and~~ prekindergarten programs, and early childhood education programs established pursuant to sections 79-1101 through ~~section~~ 79-1104; and

(c) The federal Head Start programs, 42 U.S.C. 9831 et seq., and Early Head Start programs, 42 U.S.C. 9840a; and

(2) Fiscal year means the fiscal year of the State of Nebraska.

Sec. 2. Section 71-1955, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1955 The State Department of Education and the Department of Health and Human Services shall collaborate (1) to develop, implement, and provide oversight for a quality rating and improvement system for participating applicable ~~child care and early childhood education~~ programs, (2) to establish quality rating criteria for the system as provided in sections 71-1956 and 71-1958, (3) to use the quality rating criteria to assign quality scale ratings to participating applicable ~~child care and early childhood education~~ programs as provided in sections 71-1956 and 71-1958, and (4) to provide incentives and support, including professional development, training, and postsecondary education opportunities, to participating applicable ~~child care and early childhood education~~ programs as provided in section 71-1961.

Sec. 3. Section 71-1956, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1956 (1) Each applicable ~~child care and early childhood education~~

program which applies under section 71-1957 to participate in the quality rating and improvement system developed pursuant to section 71-1955 shall be rated on a quality scale using ratings labeled steps one through five and based on quality rating criteria.

(2) Quality rating criteria shall be used to assign a quality scale rating as appropriate for the specific step. The criteria shall include, but not be limited to:

(a) Licensing requirements as specified in the Child Care Licensing Act;

(b) Facility safety and management;

(c) Child development and school readiness outcomes;

(d) Program curriculum, learning environment, and adult-child interactions;

(e) Professional development and training;

(f) Family engagement;

(g) Program administration;

(h) Standards used by nationally recognized accrediting bodies approved by the State Department of Education; and

(i) Other standards as required by the State Department of Education for ~~prekindergarten services and prekindergarten~~ programs established pursuant to section 79-1104 and federal performance standards for Head Start and Early Head Start programs.

Sec. 4. Section 71-1957, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1957 Application to participate in the quality rating and improvement system shall be voluntary for applicable ~~child care and early childhood education~~ programs with the following exceptions:

(1) Beginning July 1, 2014, and not later than December 31, 2014, each applicable ~~child care or early childhood education~~ program that received over five hundred thousand dollars in child care assistance pursuant to section 68-1202 for FY2011-12 shall apply to participate in

the quality rating and improvement system and shall be assigned a quality scale rating as provided in sections 71-1956 and 71-1958;

(2) Beginning July 1, 2015, and not later than December 31, 2015, each applicable ~~child care or early childhood education~~ program that received over two hundred fifty thousand dollars in child care assistance pursuant to section 68-1202 for FY2011-12 shall apply to participate in the quality rating and improvement system and shall be assigned a quality scale rating as provided in sections 71-1956 and 71-1958; and

(3) Beginning July 1, 2016, each applicable ~~child care or early childhood education~~ program that received over two hundred fifty thousand dollars in child care assistance pursuant to section 68-1202 in the preceding fiscal year shall, not later than December 31 of the applicable year or six months after actual receipt of such assistance, whichever is later, apply to participate in the quality rating and improvement system and shall be assigned a quality scale rating as provided in sections 71-1956 and 71-1958.

Sec. 5. Section 71-1958, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1958 (1) Quality rating criteria shall be used as provided in this section to assign a quality scale rating to each applicable ~~child care or early childhood education~~ program if the program applies under section 71-1957 to participate in the quality rating and improvement system developed pursuant to section 71-1955.

(2) Licensure under the Child Care Licensing Act for a program which serves children from birth <u>until enrollment in kindergarten</u> ~~to kindergarten-entrance age~~ shall be sufficient criteria to be rated at step one.

(3) Meeting criteria established by the State Department of Education for a ~~prekindergarten service or prekindergarten~~ program established pursuant to section 79-1104 and reporting to the Nebraska Early Childhood Professional Record System created under section 71-1962

shall be sufficient criteria to be rated at step three.

(4) Meeting performance standards required by the federal government for a federal Head Start program or Early Head Start program and reporting to the Nebraska Early Childhood Professional Record System created under section 71-1962 shall be sufficient criteria to be rated at step three.

(5) Accreditation by a nationally recognized accrediting body approved by the State Department of Education and reporting to the Nebraska Early Childhood Professional Record System created under section 71-1962 shall be sufficient criteria to be rated at step three.

(6) A participating applicable ~~child care or early childhood education~~ program operating under a provisional license shall have a quality scale rating at step one even if it meets other quality rating criteria. If a participating applicable ~~child care or early childhood education~~ program is at a quality scale rating higher than step one and the program's license is placed on disciplinary limitation, probation, or suspension, such program shall have its quality scale rating changed to step one. If an applicable ~~child care or early childhood education~~ program's license is revoked, the program is not eligible to participate in or receive a quality scale rating under the quality rating and improvement system until the program has an operating license which is in full force and effect.

Sec. 6. Section 71-1959, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1959 (1) An applicable ~~child care or early childhood education~~ program participating in the quality rating and improvement system developed pursuant to section 71-1955 may apply no more than once each fiscal year to have its quality scale rating reviewed.

(2) A participant shall meet all of the quality rating criteria for a step-two rating prior to applying for a step-three, step-four, or step-five rating. To meet quality rating criteria for a step-three, step-four,

or step-five rating, a participant shall be independently evaluated based upon the quality rating criteria.

(3) A participant with a quality scale rating at step two through step four shall be reevaluated at least once every two fiscal years but no more than once in any fiscal year, including any review pursuant to subsection (1) of this section. A participant with a quality scale rating at step five shall be reevaluated at least once every five years but no more than once in any fiscal year. If a participant has achieved accreditation and is being reevaluated by a nationally recognized accrediting body approved by the State Department of Education, the state shall make reasonable efforts to conduct its reevaluation in the same fiscal year that the accrediting body is reevaluating the program.

Sec. 7. Section 71-1960, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1960 The Department of Health and Human Services may deny the issuance of or take disciplinary action against a license issued under the Child Care Licensing Act to a participating applicable ~~child care or early childhood education~~ program for failure to comply with the Step Up to Quality Child Care Act.

Sec. 8. Section 71-1961, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1961 Quality rating and improvement system incentives and support under the Step Up to Quality Child Care Act shall include, but not be limited to:

(1) Tiered child care subsidy reimbursements as provided in section 68-1206 based upon quality scale ratings of step three or higher that reflect the cost of higher quality programs and promote affordability of high-quality ~~child care and early childhood education~~ programs for all families;

(2) Incentive bonuses given to providers of ~~child care and early childhood education~~ programs upon completion of specific requirements of

step two ratings or higher to improve quality based upon the quality rating criteria established pursuant to sections 71-1956 and 71-1958;

(3) Professional development, training, and scholarships developed in collaboration with community-based organizations, postsecondary education representatives, and other stakeholders;

(4) Support that expands family engagement in and understanding of high-quality early childhood education in ways that are inclusive and respectful of diversity of families and children with special needs; and

(5) Other incentives as necessary to carry out the Step Up to Quality Child Care Act.

Sec. 9. Section 71-1962, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1962 (1) Not later than March 1, 2014, the State Department of Education shall create and operate the Nebraska Early Childhood Professional Record System. The system shall be designed in order to:

(a) Establish a data base of Nebraska's early childhood education workforce;

(b) Verify educational degrees and professional credentials held and relevant training completed by employees of participating applicable ~~child care and early childhood education~~ programs; and

(c) Provide such information to the Department of Health and Human Services for use in evaluating applications to be rated at a step above step one under section 71-1959.

(2) When an applicable ~~child care or early childhood education~~ program participating in the quality rating and improvement system developed pursuant to section 71-1955 applies under section 71-1959 to be rated at a step above step one, the ~~child care or early childhood education~~ program shall report the educational degrees and professional credentials held and relevant training completed by its child care and early childhood education employees to the Nebraska Early Childhood Professional Record System for the program to be eligible for a quality

scale rating above step one.

(3) Any child care or early childhood education provider residing or working in Nebraska may report his or her educational degrees and professional credentials held, relevant training completed, and work history to the Nebraska Early Childhood Professional Record System.

(4) The State Department of Education shall develop a classification system for all employees of applicable ~~child care and early childhood education~~ programs listed in the Nebraska Early Childhood Professional Record System. The classification system shall be based on the employees' educational degrees and professional credentials held, relevant training completed, and work history and shall be made up of four levels, with level one being the least qualified and level four being the most qualified. The minimum qualification for an employee to be classified as level one shall be a Child Development Associate Credential or a one-year certificate or diploma in early childhood education or child development. The classification system shall be used for purposes of the tax credit granted in section 77-3605.

Sec. 10. Section 71-1963, Revised Statutes Cumulative Supplement, 2016, is amended to read:

71-1963 By July 1, 2017, the Department of Health and Human Services in collaboration with the State Department of Education shall make the quality scale ratings of participating applicable ~~child care and early childhood education~~ programs under the quality rating and improvement system developed pursuant to section 71-1955 available on a publicly accessible web site to provide parents a tool by which to evaluate the quality of ~~child care and early childhood education~~ programs and to promote accountability for public funding of such programs.

Sec. 11. Section 79-101, Revised Statutes Cumulative Supplement, 2016, is amended to read:

79-101 For purposes of Chapter 79:

(1) School district means the territory under the jurisdiction of a

single school board authorized by Chapter 79;

(2) School means a school under the jurisdiction of a school board authorized by Chapter 79;

(3) Legal voter means a registered voter as defined in section 32-115 who is domiciled in a precinct or ward in which he or she is registered to vote and which precinct or ward lies in whole or in part within the boundaries of a school district for which the registered voter chooses to exercise his or her right to vote at a school district election or at an annual or special meeting of a Class I school district;

(4) Prekindergarten programs means all programs other than early childhood education programs provided for children who have not been enrolled as ~~reached the age of five by the date~~ provided in section 79-214 for kindergarten ~~entrance~~;

(5) Elementary grades means grades kindergarten through eight, inclusive;

(6) High school grades means all grades above the eighth grade;

(7) School year means (a) for elementary grades ~~other than kindergarten~~, the time equivalent to at least one thousand thirty-two instructional hours and (b) for high school grades, the time equivalent to at least one thousand eighty instructional hours;

(8) Instructional hour means a period of time, at least sixty minutes, which is actually used for the instruction of students;

(9) Teacher means any certified employee who is regularly employed for the instruction of pupils in the public schools;

(10) Administrator means any certified employee such as superintendent, assistant superintendent, principal, assistant principal, school nurse, or other supervisory or administrative personnel who do not have as a primary duty the instruction of pupils in the public schools;

(11) School board means the governing body of any school district. Board of education has the same meaning as school board;

(12) Teach means and includes, but is not limited to, the following

responsibilities: (a) The organization and management of the classroom or the physical area in which the learning experiences of pupils take place; (b) the assessment and diagnosis of the individual educational needs of the pupils; (c) the planning, selecting, organizing, prescribing, and directing of the learning experiences of pupils; (d) the planning of teaching strategies and the selection of available materials and equipment to be used; and (e) the evaluation and reporting of student progress;

(13) Permanent school fund means the fund described in section 79-1035.01;

(14) Temporary school fund means the fund described in section 79-1035.02;

(15) School lands means the lands described in section 79-1035.03. Educational lands has the same meaning as school lands;

(16) Community eligibility provision means the alternative to household applications for free and reduced-price meals in high-poverty schools enacted in section 104(a) of the federal Healthy, Hunger-Free Kids Act of 2010, section 11(a)(1) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1759a(a)(1), as such act and section existed on January 1, 2015, and administered by the United States Department of Agriculture; and

(17) Certificate, certificated, or certified, when referring to an individual holding a certificate to teach, administer, or provide special services, also includes an individual who holds a permit issued by the Commissioner of Education pursuant to sections 79-806 to 79-815.

The State Board of Education may adopt and promulgate rules and regulations to define school day and other appropriate units of the school calendar.

Sec. 12. Section 79-728, Reissue Revised Statutes of Nebraska, is amended to read:

79-728 All ~~Class I, II, III, IV, and V~~ school districts shall offer

a kindergarten program, and beginning with the 2019-20 school year, all school districts shall offer the same minimum hours of instruction in kindergarten as all other elementary grades.

Sec. 13. Section 79-1101, Reissue Revised Statutes of Nebraska, is amended to read:

79-1101 (1) The Legislature finds and declares that: (a) Early childhood education programs can assist children in achieving their potential as citizens, workers, and human beings and can strengthen families; (b) early childhood education has been proven to be a sound public investment of funds not only in assuring productive, taxpaying workers in the economy but also in avoidance of increasingly expensive social costs for those who drop out as productive members of society; (c) the key ingredient in an effective early childhood education program is a strong family development and support component because the role of the parent is of critical importance; (d) while all children can benefit from quality, developmentally appropriate early childhood education experiences, such experiences are especially important for at-risk infants and children; (e) current early childhood education programs serve only a fraction of Nebraska's children and the quality of current programs varies widely; (f) well-designed early childhood education programs increase the likelihood that children who participate will enter school prepared to achieve high standards; (g) effective early childhood education programs require staff with knowledge about child growth, development, and learning and family systems; and (h) both public and nonpublic programs which meet recognized standards of quality can address the growth, development, and learning needs of young children.

(2)(a) It is the intent of the Legislature and the public policy of this state to encourage schools and community-based organizations to work together to provide high-quality early childhood education programs for infants and young children which include family involvement, with the goal of assuring that every family in Nebraska has access to such

programs for, at the minimum, the school year prior to the school year for which the child will be eligible to attend kindergarten. The purposes of sections 79-1101 to 79-1104.05 are to provide state assistance to selected school districts, cooperatives of school districts, and educational service units for early childhood education, to encourage coordination between public and private service providers of early childhood education and child care programs, and to provide state support for efforts to improve training opportunities for staff in such programs.

(b) It is the further intent of the Legislature that any additional funds appropriated on or after January 1, 2014, for FY2014-15 for early childhood education grants pursuant to section 79-1103 be used to assist schools and community-based organizations in working together to expand the access to such high-quality early childhood education programs for children for the school year prior to the school year for which the child will be eligible to attend kindergarten and that the unobligated balance of any such funds be reappropriated for such purpose for FY2015-16 and FY2016-17.

(3) For purposes of sections 79-1101 to 79-1104.05:

(a) Board of trustees means the Early Childhood Education Endowment Board of Trustees;

(b) Early childhood education program means any prekindergarten part-day or full-day program or in-home family support program with a stated purpose of promoting social, emotional, intellectual, language, physical, and aesthetic development and learning for children from birth until enrollment in kindergarten ~~to kindergarten-entrance age~~ and family development and support;

(c) Endowment agreement means an agreement between the State Department of Education and an endowment provider entered into pursuant to section 79-1104.01; and

(d) Endowment provider means an endowment that has met the criteria described in section 79-1104.01 and that has entered into an endowment

agreement.

Sec. 14. Section 79-1104, Reissue Revised Statutes of Nebraska, is amended to read:

79-1104 (1) Any school board in its discretion may (a) establish and financially support programs providing before-and-after-school or prekindergarten services, to which attendance shall be voluntary and which the board may deem beneficial to the education of prekindergarten or school-age children and (b) provide or financially support transportation for children to, from, or to and from programs as defined in section 71-1910. The board may charge a fee, not to exceed the actual cost, for providing such programs and services but may waive such fee on the basis of need. This section does not allow any school district to fail to meet its responsibilities under the Special Education Act.

(2) Prekindergarten programs and early childhood education programs established by school boards or educational service units shall be approved by the State Department of Education. The ~~subject to regulations adopted and promulgated by the~~ State Board of Education ~~and~~ may adopt and promulgate rules and regulations for such programs that include such components as (a) the qualifications and utilization of ~~appropriately qualified~~ staff, (b) an appropriate child-to-staff ratio, (c) appropriate group size, (d) compliance with minimum health and safety standards, (e) appropriate facility size and equipment, (f) a strong family development and support component, (g) developmentally and culturally appropriate curriculum, practices, and assessment, (h) well-defined language development and early literacy emphasis, and (i) a plan for ongoing professional development of staff, all in accordance with sound early childhood educational practice, research, and evaluation. ~~All teachers and administrators in prekindergarten programs established pursuant to this section shall hold a valid certificate or permit issued pursuant to sections 79-806 to 79-815. The State Board of Education shall adopt and promulgate rules and regulations for the issuance of such permits or~~

~~certificates required by this section.~~

Sec. 15. Original sections 79-728, 79-1101, and 79-1104, Reissue Revised Statutes of Nebraska, and sections 71-1954, 71-1955, 71-1956, 71-1957, 71-1958, 71-1959, 71-1960, 71-1961, 71-1962, 71-1963, and 79-101, Revised Statutes Cumulative Supplement, 2016, are repealed.

Sec. 16. The following section is outright repealed: Section 79-212, Reissue Revised Statutes of Nebraska.

PREPARED BY: Sandy Sostad
DATE PREPARED: January 17, 2018
PHONE: 471-0054

LB 803

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES **(See narrative for political subdivision estimates)**

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS				
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS				

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 803 changes provisions related to pre-kindergarten and kindergarten programs. The bill provides that pre-kindergarten programs may serve children until enrollment in kindergarten. Currently, they may offer services until the child reaches age 5. LB 803 also requires school districts to provide full-day kindergarten beginning with the 2019-20 school year.

The State Department of Education (NDE) indicates a couple of rules will need to be revised pursuant to LB 803. The department can handle the revision of rules with existing staff and resources.

The change in language allowing pre-kindergarten programs to serve children until enrollment in kindergarten is not anticipated to have a fiscal impact for the state. However, there may be a fiscal impact for school districts offering pre-kindergarten programs, if children over age five are served. Any impact will depend upon whether programs are enlarged due to the new provisions. It is also possible that local programs may serve the older children in place of younger children that would have been served, which would be fiscally neutral.

The requirement for schools to provide full-day kindergarten beginning in FY20 will have no fiscal impact for the state in terms of state aid because only one school district does not offer a full-day program in the current year. However, the district offers a full-day program on four of the five school days each week. There would be little added expense for the district to offer an additional day of class.

Please complete ALL (5) blanks in the first three lines.

2018

LB(1) 803

FISCAL NOTE

State Agency OR Political Subdivision Name: (2) Education

Prepared by: (3) Melody Hobson Date Prepared: (4) January 12, 2018 Phone: (5) 402-471-0263

ESTIMATE PROVIDED BY STATE AGENCY OR POLITICAL SUBDIVISION

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURE	REVENUE
GENERAL FUNDS	0			
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	0			

Explanation of Estimate: The bill would require revisions to several rules currently adopted by the State Board, but these costs are already included within the funding of NDE and would not require the Legislature to provide any additional funding.

The change in the bill for all school districts to offer all day, every day kindergarten beginning with the 2019-20 school year would not have any impact on state funding. This change should not have a fiscal impact on school districts as only 1 of the 244 school districts in Nebraska does not offer such a kindergarten program for the 2017-18 school year, but that district does offer all day, every day kindergarten for 4 of the 5 the school days in a school week and would only need to add an additional day for a school week which increase on costs would be minimal.

BREAKDOWN BY MAJOR OBJECTS OF EXPENDITURE

Personal Services:

POSITION TITLE	NUMBER OF POSITIONS 18-19	NUMBER OF POSITIONS 19-20	2018-19 EXPENDITURES	2019-20 EXPENDITURES
Benefits				
Operating				
Travel				
Capital outlay				
Aid				
Capital improvements				
TOTAL				

01/08/2018

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB803

Chairperson: Senator Mike Groene

Committee: Education

Date of Hearing: January 22, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

The bill clarifies the use of phrases used throughout statutes related to prekindergarten services, prekindergarten programs, and early childhood education programs, eliminates wording in statutes related to Step Up to Quality that are redundant, provides that school districts offer a kindergarten program beginning with the 2019-20 school year equal to the same instructional hours as all other elementary grades and repeals a minimum requirement for kindergarten programs first established in 1967 and last modified in 1985, and modifies language related to the requirements for prekindergarten programs and early childhood education programs to provide flexibility to the State Board under the rules and regulations adopted to address issues related to lack of qualified workforce throughout the state while providing the possibility of more programs to be available to families seeking such programs.

Principal Introducer: _____

Senator John Stinner

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LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 829

Introduced by Erdman, 47.

Read first time January 04, 2018

Committee: Revenue

A BILL FOR AN ACT relating to revenue and taxation; to amend sections 77-2715.07, 77-2717, and 77-2734.03, Revised Statutes Cumulative Supplement, 2016; to adopt the Property Tax Relief Act; to provide for a refundable tax credit; to adjust income for tax purposes as prescribed; to harmonize provisions; and to repeal the original sections.

Be it enacted by the people of the State of Nebraska,

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Section 1. Sections 1 to 4 of this act shall be known and may be cited as the Property Tax Relief Act.

Sec. 2. For purposes of the Property Tax Relief Act:

(1) Department means the Department of Revenue; and

(2) School district taxes means property taxes levied on property in this state by a school district or multiple-district school system, excluding any property taxes levied for bonded indebtedness and any property taxes levied as a result of an override of limits on property tax levies approved by voters pursuant to section 77-3444.

Sec. 3. For taxable years beginning or deemed to begin on or after January 1, 2019, under the Internal Revenue Code of 1986, as amended, there shall be allowed to each taxpayer a refundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 in the amount of fifty percent of the school district taxes levied on the taxpayer's property and paid by the taxpayer during such taxable year.

Sec. 4. The department may adopt and promulgate rules and regulations to carry out the Property Tax Relief Act.

Sec. 5. Section 77-2715.07, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-2715.07 (1) There shall be allowed to qualified resident individuals as a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) A credit equal to the federal credit allowed under section 22 of the Internal Revenue Code; and

(b) A credit for taxes paid to another state as provided in section 77-2730.

(2) There shall be allowed to qualified resident individuals against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) For returns filed reporting federal adjusted gross incomes of greater than twenty-nine thousand dollars, a nonrefundable credit equal to twenty-five percent of the federal credit allowed under section 21 of

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the Internal Revenue Code of 1986, as amended, except that for taxable years beginning or deemed to begin on or after January 1, 2015, such nonrefundable credit shall be allowed only if the individual would have received the federal credit allowed under section 21 of the code after adding back in any carryforward of a net operating loss that was deducted pursuant to such section in determining eligibility for the federal credit;

(b) For returns filed reporting federal adjusted gross income of twenty-nine thousand dollars or less, a refundable credit equal to a percentage of the federal credit allowable under section 21 of the Internal Revenue Code of 1986, as amended, whether or not the federal credit was limited by the federal tax liability. The percentage of the federal credit shall be one hundred percent for incomes not greater than twenty-two thousand dollars, and the percentage shall be reduced by ten percent for each one thousand dollars, or fraction thereof, by which the reported federal adjusted gross income exceeds twenty-two thousand dollars, except that for taxable years beginning or deemed to begin on or after January 1, 2015, such refundable credit shall be allowed only if the individual would have received the federal credit allowed under section 21 of the code after adding back in any carryforward of a net operating loss that was deducted pursuant to such section in determining eligibility for the federal credit;

(c) A refundable credit as provided in section 77-5209.01 for individuals who qualify for an income tax credit as a qualified beginning farmer or livestock producer under the Beginning Farmer Tax Credit Act for all taxable years beginning or deemed to begin on or after January 1, 2006, under the Internal Revenue Code of 1986, as amended;

(d) A refundable credit for individuals who qualify for an income tax credit under the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, the Nebraska Advantage Research and Development Act, ~~or~~ the Volunteer Emergency Responders Incentive Act,

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or the Property Tax Relief Act; and

(e) A refundable credit equal to ten percent of the federal credit allowed under section 32 of the Internal Revenue Code of 1986, as amended, except that for taxable years beginning or deemed to begin on or after January 1, 2015, such refundable credit shall be allowed only if the individual would have received the federal credit allowed under section 32 of the code after adding back in any carryforward of a net operating loss that was deducted pursuant to such section in determining eligibility for the federal credit.

(3) There shall be allowed to all individuals as a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) A credit for personal exemptions allowed under section 77-2716.01;

(b) A credit for contributions to certified community betterment programs as provided in the Community Development Assistance Act. Each partner, each shareholder of an electing subchapter S corporation, each beneficiary of an estate or trust, or each member of a limited liability company shall report his or her share of the credit in the same manner and proportion as he or she reports the partnership, subchapter S corporation, estate, trust, or limited liability company income;

(c) A credit for investment in a biodiesel facility as provided in section 77-27,236;

(d) A credit as provided in the New Markets Job Growth Investment Act;

(e) A credit as provided in the Nebraska Job Creation and Mainstreet Revitalization Act;

(f) A credit to employers as provided in section 77-27,238; and

(g) A credit as provided in the Affordable Housing Tax Credit Act.

(4) There shall be allowed as a credit against the income tax imposed by the Nebraska Revenue Act of 1967:

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(a) A credit to all resident estates and trusts for taxes paid to another state as provided in section 77-2730;

(b) A credit to all estates and trusts for contributions to certified community betterment programs as provided in the Community Development Assistance Act; and

(c) A refundable credit for individuals who qualify for an income tax credit as an owner of agricultural assets under the Beginning Farmer Tax Credit Act for all taxable years beginning or deemed to begin on or after January 1, 2009, under the Internal Revenue Code of 1986, as amended. The credit allowed for each partner, shareholder, member, or beneficiary of a partnership, corporation, limited liability company, or estate or trust qualifying for an income tax credit as an owner of agricultural assets under the Beginning Farmer Tax Credit Act shall be equal to the partner's, shareholder's, member's, or beneficiary's portion of the amount of tax credit distributed pursuant to subsection (4) of section 77-5211.

(5)(a) For all taxable years beginning on or after January 1, 2007, and before January 1, 2009, under the Internal Revenue Code of 1986, as amended, there shall be allowed to each partner, shareholder, member, or beneficiary of a partnership, subchapter S corporation, limited liability company, or estate or trust a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 equal to fifty percent of the partner's, shareholder's, member's, or beneficiary's portion of the amount of franchise tax paid to the state under sections 77-3801 to 77-3807 by a financial institution.

(b) For all taxable years beginning on or after January 1, 2009, under the Internal Revenue Code of 1986, as amended, there shall be allowed to each partner, shareholder, member, or beneficiary of a partnership, subchapter S corporation, limited liability company, or estate or trust a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 equal to the partner's, shareholder's,

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member's, or beneficiary's portion of the amount of franchise tax paid to the state under sections 77-3801 to 77-3807 by a financial institution.

(c) Each partner, shareholder, member, or beneficiary shall report his or her share of the credit in the same manner and proportion as he or she reports the partnership, subchapter S corporation, limited liability company, or estate or trust income. If any partner, shareholder, member, or beneficiary cannot fully utilize the credit for that year, the credit may not be carried forward or back.

(6) There shall be allowed to all individuals nonrefundable credits against the income tax imposed by the Nebraska Revenue Act of 1967 as provided in section 77-3604 and refundable credits against the income tax imposed by the Nebraska Revenue Act of 1967 as provided in section 77-3605.

Sec. 6. Section 77-2717, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-2717 (1)(a)(i) For taxable years beginning or deemed to begin before January 1, 2014, the tax imposed on all resident estates and trusts shall be a percentage of the federal taxable income of such estates and trusts as modified in section 77-2716, plus a percentage of the federal alternative minimum tax and the federal tax on premature or lump-sum distributions from qualified retirement plans. The additional taxes shall be recomputed by (A) substituting Nebraska taxable income for federal taxable income, (B) calculating what the federal alternative minimum tax would be on Nebraska taxable income and adjusting such calculations for any items which are reflected differently in the determination of federal taxable income, and (C) applying Nebraska rates to the result. The federal credit for prior year minimum tax, after the recomputations required by the Nebraska Revenue Act of 1967, and the credits provided in the Nebraska Advantage Microenterprise Tax Credit Act and the Nebraska Advantage Research and Development Act shall be allowed as a reduction in the income tax due. A refundable income tax credit

shall be allowed for all resident estates and trusts under the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, and the Nebraska Advantage Research and Development Act. A nonrefundable income tax credit shall be allowed for all resident estates and trusts as provided in the New Markets Job Growth Investment Act.

(ii) For taxable years beginning or deemed to begin on or after January 1, 2014, the tax imposed on all resident estates and trusts shall be a percentage of the federal taxable income of such estates and trusts as modified in section 77-2716, plus a percentage of the federal tax on premature or lump-sum distributions from qualified retirement plans. The additional taxes shall be recomputed by substituting Nebraska taxable income for federal taxable income and applying Nebraska rates to the result. The credits provided in the Nebraska Advantage Microenterprise Tax Credit Act and the Nebraska Advantage Research and Development Act shall be allowed as a reduction in the income tax due. A refundable income tax credit shall be allowed for all resident estates and trusts under the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, ~~and~~ the Nebraska Advantage Research and Development Act, and the Property Tax Relief Act. A nonrefundable income tax credit shall be allowed for all resident estates and trusts as provided in the Nebraska Job Creation and Mainstreet Revitalization Act, the New Markets Job Growth Investment Act, the School Readiness Tax Credit Act, the Affordable Housing Tax Credit Act, and section 77-27,238.

(b) The tax imposed on all nonresident estates and trusts shall be the portion of the tax imposed on resident estates and trusts which is attributable to the income derived from sources within this state. The tax which is attributable to income derived from sources within this state shall be determined by multiplying the liability to this state for a resident estate or trust with the same total income by a fraction, the numerator of which is the nonresident estate's or trust's Nebraska income as determined by sections 77-2724 and 77-2725 and the denominator of

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which is its total federal income after first adjusting each by the amounts provided in section 77-2716. The federal credit for prior year minimum tax, after the recomputations required by the Nebraska Revenue Act of 1967, reduced by the percentage of the total income which is attributable to income from sources outside this state, and the credits provided in the Nebraska Advantage Microenterprise Tax Credit Act and the Nebraska Advantage Research and Development Act shall be allowed as a reduction in the income tax due. A refundable income tax credit shall be allowed for all nonresident estates and trusts under the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, ~~and~~ the Nebraska Advantage Research and Development Act, and the Property Tax Relief Act. A nonrefundable income tax credit shall be allowed for all nonresident estates and trusts as provided in the Nebraska Job Creation and Mainstreet Revitalization Act, the New Markets Job Growth Investment Act, the School Readiness Tax Credit Act, the Affordable Housing Tax Credit Act, and section 77-27,238.

(2) In all instances wherein a fiduciary income tax return is required under the provisions of the Internal Revenue Code, a Nebraska fiduciary return shall be filed, except that a fiduciary return shall not be required to be filed regarding a simple trust if all of the trust's beneficiaries are residents of the State of Nebraska, all of the trust's income is derived from sources in this state, and the trust has no federal tax liability. The fiduciary shall be responsible for making the return for the estate or trust for which he or she acts, whether the income be taxable to the estate or trust or to the beneficiaries thereof. The fiduciary shall include in the return a statement of each beneficiary's distributive share of net income when such income is taxable to such beneficiaries.

(3) The beneficiaries of such estate or trust who are residents of this state shall include in their income their proportionate share of such estate's or trust's federal income and shall reduce their Nebraska

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tax liability by their proportionate share of the credits as provided in the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, the Nebraska Advantage Research and Development Act, the Nebraska Job Creation and Mainstreet Revitalization Act, the New Markets Job Growth Investment Act, the School Readiness Tax Credit Act, the Affordable Housing Tax Credit Act, the Property Tax Relief Act, and section 77-27,238. There shall be allowed to a beneficiary a refundable income tax credit under the Beginning Farmer Tax Credit Act for all taxable years beginning or deemed to begin on or after January 1, 2001, under the Internal Revenue Code of 1986, as amended.

(4) If any beneficiary of such estate or trust is a nonresident during any part of the estate's or trust's taxable year, he or she shall file a Nebraska income tax return which shall include (a) in Nebraska adjusted gross income that portion of the estate's or trust's Nebraska income, as determined under sections 77-2724 and 77-2725, allocable to his or her interest in the estate or trust and (b) a reduction of the Nebraska tax liability by his or her proportionate share of the credits as provided in the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, the Nebraska Advantage Research and Development Act, the Nebraska Job Creation and Mainstreet Revitalization Act, the New Markets Job Growth Investment Act, the School Readiness Tax Credit Act, the Affordable Housing Tax Credit Act, the Property Tax Relief Act, and section 77-27,238 and shall execute and forward to the fiduciary, on or before the original due date of the Nebraska fiduciary return, an agreement which states that he or she will file a Nebraska income tax return and pay income tax on all income derived from or connected with sources in this state, and such agreement shall be attached to the Nebraska fiduciary return for such taxable year.

(5) In the absence of the nonresident beneficiary's executed agreement being attached to the Nebraska fiduciary return, the estate or trust shall remit a portion of such beneficiary's income which was

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derived from or attributable to Nebraska sources with its Nebraska return for the taxable year. For taxable years beginning or deemed to begin before January 1, 2013, the amount of remittance, in such instance, shall be the highest individual income tax rate determined under section 77-2715.02 multiplied by the nonresident beneficiary's share of the estate or trust income which was derived from or attributable to sources within this state. For taxable years beginning or deemed to begin on or after January 1, 2013, the amount of remittance, in such instance, shall be the highest individual income tax rate determined under section 77-2715.03 multiplied by the nonresident beneficiary's share of the estate or trust income which was derived from or attributable to sources within this state. The amount remitted shall be allowed as a credit against the Nebraska income tax liability of the beneficiary.

(6) The Tax Commissioner may allow a nonresident beneficiary to not file a Nebraska income tax return if the nonresident beneficiary's only source of Nebraska income was his or her share of the estate's or trust's income which was derived from or attributable to sources within this state, the nonresident did not file an agreement to file a Nebraska income tax return, and the estate or trust has remitted the amount required by subsection (5) of this section on behalf of such nonresident beneficiary. The amount remitted shall be retained in satisfaction of the Nebraska income tax liability of the nonresident beneficiary.

(7) For purposes of this section, unless the context otherwise requires, simple trust shall mean any trust instrument which (a) requires that all income shall be distributed currently to the beneficiaries, (b) does not allow amounts to be paid, permanently set aside, or used in the tax year for charitable purposes, and (c) does not distribute amounts allocated in the corpus of the trust. Any trust which does not qualify as a simple trust shall be deemed a complex trust.

(8) For purposes of this section, any beneficiary of an estate or trust that is a grantor trust of a nonresident shall be disregarded and

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this section shall apply as though the nonresident grantor was the beneficiary.

Sec. 7. Section 77-2734.03, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-2734.03 (1)(a) For taxable years commencing prior to January 1, 1997, any (i) insurer paying a tax on premiums and assessments pursuant to section 77-908 or 81-523, (ii) electric cooperative organized under the Joint Public Power Authority Act, or (iii) credit union shall be credited, in the computation of the tax due under the Nebraska Revenue Act of 1967, with the amount paid during the taxable year as taxes on such premiums and assessments and taxes in lieu of intangible tax.

(b) For taxable years commencing on or after January 1, 1997, any insurer paying a tax on premiums and assessments pursuant to section 77-908 or 81-523, any electric cooperative organized under the Joint Public Power Authority Act, or any credit union shall be credited, in the computation of the tax due under the Nebraska Revenue Act of 1967, with the amount paid during the taxable year as (i) taxes on such premiums and assessments included as Nebraska premiums and assessments under section 77-2734.05 and (ii) taxes in lieu of intangible tax.

(c) For taxable years commencing or deemed to commence prior to, on, or after January 1, 1998, any insurer paying a tax on premiums and assessments pursuant to section 77-908 or 81-523 shall be credited, in the computation of the tax due under the Nebraska Revenue Act of 1967, with the amount paid during the taxable year as assessments allowed as an offset against premium and related retaliatory tax liability pursuant to section 44-4233.

(2) There shall be allowed to corporate taxpayers a tax credit for contributions to community betterment programs as provided in the Community Development Assistance Act.

(3) There shall be allowed to corporate taxpayers a refundable income tax credit under the Beginning Farmer Tax Credit Act for all

taxable years beginning or deemed to begin on or after January 1, 2001, under the Internal Revenue Code of 1986, as amended.

(4) The changes made to this section by Laws 2004, LB 983, apply to motor fuels purchased during any tax year ending or deemed to end on or after January 1, 2005, under the Internal Revenue Code of 1986, as amended.

(5) There shall be allowed to corporate taxpayers refundable income tax credits under the Nebraska Advantage Microenterprise Tax Credit Act, ~~and~~ the Nebraska Advantage Research and Development Act, and the Property Tax Relief Act.

(6) There shall be allowed to corporate taxpayers a nonrefundable income tax credit for investment in a biodiesel facility as provided in section 77-27,236.

(7) There shall be allowed to corporate taxpayers a nonrefundable income tax credit as provided in the Nebraska Job Creation and Mainstreet Revitalization Act, the New Markets Job Growth Investment Act, the School Readiness Tax Credit Act, the Affordable Housing Tax Credit Act, and section 77-27,238.

Sec. 8. Original sections 77-2715.07, 77-2717, and 77-2734.03, Revised Statutes Cumulative Supplement, 2016, are repealed.

PREPARED BY: Douglas Gibbs
DATE PREPARED: January 19, 2018
PHONE: 402-471-0051

LB 829

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES **(See narrative for political subdivision estimates)**

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS	$424,014	($262,700,000)	$201,800	($636,900,000)
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	$424,014	($262,700,000)	$201,800	($636,900,000)

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 829 creates the Property Tax Relief Act and amends the Nebraska Revenue Act of 1967.

The bill provides, for tax years on or after January 1, 2019, a refundable credit against Nebraska income tax in the amount of fifty percent of school district taxes levied on the taxpayer's property and paid by the taxpayer during such taxable year.

School district taxes are defined as property taxes levied on property in Nebraska by a school district or multiple-district school system, excluding any property taxes levied for bonded indebtedness and any property taxes levied as a result of an override of limits on property tax levies approved by voters pursuant to Section 77-3444.

The bill allows the Department of Revenue to promulgate rules and regulations.

NOTE: The Department of Revenue and the Legislative Fiscal Office both note areas of the bill that require clarification. First, by requiring the property taxes to be levied and paid in the same tax year, a number of taxpayers will not be able to claim the credit by paying before the end of the tax year and not before the two delinquency dates (May 1 and September 1, except in Douglas, Lancaster, and Sarpy counties where the dates are April 1 and August 1).

The Department of Revenue has estimated the fiscal impact of LB 829 based on the bill as written, and that impact to the General Fund is as follows:

FY2018-19:	($ 262,700,000)
FY2019-20:	($ 636,900,000)
FY2020-21:	($ 652,400,000)
FY2021-22:	($ 668,500,000)
FY2022-23:	($ 685,100,000)
FY2023-24:	($ 702,400,000)
FY2024-25:	($ 720,300,000)

The Department of Revenue also indicates they will require a one-time programming charge of $211,914 paid to the Office of the CIO for development costs. They will also require 1.0 FTE IT Developer/Senior, 1.0 FTE Revenue Operation Clerk II, 0.5 FTE Revenue Agent Senior, 0.5 FTE Accounting Clerk II, and 0.5 FTE Accountant I to implement. PSL for FY2018-19 would be $148,200 and $151,700 for FY2019-20.

We have no basis to disagree with the Department of Revenue estimate of fiscal impact or cost.

The Department of Revenue has also estimated the fiscal impact of the LB 829 if the bill eliminated the requirement that the property taxes be paid in the same year they are levied and, instead, granted the credit for property taxes paid. The fiscal impact to the General Fund would be as follows:

FY2018-19:	($ 233,200,000)
FY2019-20:	($ 800,400,000)
FY2020-21:	($ 1,156,100,000)
FY2021-22:	($ 1,202,300,000)
FY2022-23:	($ 1,250,300,000)
FY2023-24:	($ 1,300,200,000)
FY2024-25:	($ 1,352,200,000)

ADMINISTRATIVE SERVICES STATE BUDGET DIVISION: REVIEW OF AGENCY & POLT. SUB. RESPONSE		
LB: 829	AM:	AGENCY/POLT. SUB: Dept. of Revenue
REVIEWED BY: Lyn Heaton	DATE: 1/24/2018	PHONE: (402) 471-4181
COMMENTS: No basis upon which to disagree with the Department of Revenue's analysis.		

LB 829 Fiscal Note 2018

State Agency Estimate

State Agency Name: Department of Revenue			Date Due LFA: 01/23/2018
Approved by: Tony Fulton	Date Prepared: 01/23/2018		Phone: 471-5896

	FY 2018-2019		FY 2019-2020		FY 2020-2021	
	Expenditures	Revenue	Expenditures	Revenue	Expenditures	Revenue
General Funds	$424,014	($262,700,000)	$201,800	($636,900,000)	$204,600	($652,400,000)
Cash Funds						
Federal Funds						
Other Funds						
Total Funds	$424,014	($262,700,000)	$201,800	($636,900,000)	$204,600	($652,400,000)

LB 829 would adopt the Property Tax Relief Act. This Act would provide a refundable income tax credit for taxable years beginning, or deemed to begin, on or after January 1, 2019, equal to 50% of the school district property taxes levied and paid on the taxpayer's property during the taxable year, excluding taxes levied to service bonded indebtedness or pursuant to an override of the levy limits as allowed by Neb. Rev. Stat. § 77-3444. The Department is authorized to promulgate rules and regulations to carry out the Act.

Sections 5, 6, and 7 amend Neb. Rev. Stat. §§ 77-2715.07, 77-2717, & 77-2734.03 to incorporate the new refundable income tax credit into the credits listed for individuals, fiduciaries, beneficiaries of an estate or trust, and corporations.

LB 829 would require clarification in a number of areas. By excluding bonded indebtedness and levy overrides, those items will need to be separately listed in the property tax statements (currently, they are not). There is disagreement over what constitutes bonded indebtedness since schools borrow money through multiple mechanisms.

By requiring the property taxes to be both levied and paid in the same tax year, many taxpayers will not be able to take advantage of the credit by paying before the end of the tax year and well before the two delinquency dates. The Department has estimated the costs of the bill as drafted but also included the costs of LB 829 assuming this requirement is removed.

LB 829 will require a one-time programming charge of $211,914 paid to the OCIO for development costs. The Department would need to hire 1.0 FTE IT Applications Developer/Senior to implement this bill. Currently, most partnerships and limited liability companies are not required to file a return, but under LB 829, approximately 12,500 additional partnerships and LLCs will file a return to claim a refund. For partnerships and LLCs, refunds are issued manually, so the Department would also need to hire 1.0 FTE Revenue Operations Clerks II, 0.5 FTE Revenue Agent Senior, 0.5 FTE Accounting Clerk II, and 0.5 FTE Accountant I to implement LB 829.

Major Objects of Expenditure

Class Code	Classification Title	18-19 FTE	19-20 FTE	20-21 FTE	18-19 Expenditures	19-20 Expenditures	20-21 Expenditures
A07012	IT Applications Developer/Senior	1.0	1.0	1.0	$65,200	$66,700	$67,700
S29112	Revenue Operations Clerk II	1.0	1.0	1.0	$30,800	$31,500	$31,900
X29223	Revenue Agent Senior	0.5	0.5	0.5	$20,300	$20,800	$21,100
S19112	Accounting Clerk II	0.5	0.5	0.5	$14,500	$14,900	$15,100
A19211	Accountant I	0.5	0.5	0.5	$17,400	$17,800	$18,000
Benefits					$48,900	$50,100	$50,800
Operating Costs					$211,914		
Travel							
Capital Outlay					$15,000		
Capital Improvements							
Total					$424,014	$201,800	$204,600

The Department estimates the reduction to General Fund Revenue as follows:

Fiscal Year	General Fund
FY 2018-19	$ 262,700,000
FY 2019-20	$ 636,900,000
FY 2020-21	$ 652,400,000
FY 2021-22	$ 668,500,000
FY 2022-23	$ 685,100,000
FY 2023-24	$ 702,400,000
FY 2024-25	$ 720,300,000

If the bill eliminated the requirement that the property taxes paid and levied must occur in the same year, and instead, granted the tax credit for property taxes paid, the Department estimates the reduction to General Fund Revenue as follows:

Fiscal Year	General Fund
FY 2018-19	$ 233,200,000
FY 2019-20	$ 800,400,000
FY 2020-21	$ 1,156,100,000
FY 2021-22	$ 1,202,300,000
FY 2022-23	$ 1,250,300,000
FY 2023-24	$ 1,300,200,000
FY 2024-25	$ 1,352,200,000

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB829

Chairperson: Senator Jim Smith

Committee: Revenue

Date of Hearing: January 25, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB 829 is a property tax relief bill. The bill would enable Nebraska property owners to get a credit or refund on their State income tax return equal to 50% of that portion of their property tax bill which goes to fund K-12 education. For most property owners LB 829 will result in a 30% reduction in their property taxes.

The median property tax rate in Nebraska is 1.76% of a property's assessed fair market value. Currently, Nebraska ranks as the 4th highest median property tax rate in the nation. Only New Jersey, New Hampshire and Texas have higher median property tax rates than Nebraska. Nebraskans pay more in property taxes than all of our neighboring states. On average, Nebraska property owners pay $2,164 in property taxes every year.

Property taxes have escalated in recent years while median household incomes have remained stagnant. Since 2006 median household incomes have remained steady near $57,000 per year, according to the Department of Numbers. Meanwhile, property taxes have skyrocketed. For instance, according to the Nebraska Department of Property Assessment & Taxation, in 2006 the total amount of property taxes collected in Morrill County, where I live, was $7,390,027, but by 2016 that number had climbed to $17,569,558. That's an average increase of more than one million dollars per year in a county with only 5,042 residents, according to the 2010 Census. So, property taxes have been increasing at an alarming rate while household incomes have remained stagnant.

It is the responsibility of the State, not local governments, to provide for instruction. The Nebraska State Constitution says, "The Legislature shall provide for the free instruction in the common schools of this state of all persons between the ages of five and twenty-one years." Therefore, the most appropriate place to enact a credit or refund for the purpose of property tax relief comes from that portion of every property tax bill which funds K-12 instruction.

Principal Introducer: _____

Senator Steve Erdman

LB851
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 851

Introduced by Linehan, 39.

Read first time January 05, 2018

Committee: Education

A BILL FOR AN ACT relating to schools; to amend sections 79-566, 79-567, 79-594, 79-1219, 79-2401, and 79-2402, Reissue Revised Statutes of Nebraska; to change provisions relating to and provide a limit for superintendent and educational service unit administrator compensation; to define terms; to harmonize provisions; and to repeal the original sections.

Be it enacted by the people of the State of Nebraska,

LB851
2018

Section 1. Section 79-566, Reissue Revised Statutes of Nebraska, is amended to read:

79-566 The board of education of a Class IV school district shall at a regular meeting elect from outside its own members a superintendent, an associate superintendent of instruction, an associate superintendent of business affairs, a school district treasurer, and the number of employees the board of education may deem necessary for the proper conduct of the affairs of the school district at such compensation ~~salaries~~ as the board of education may determine, except that the compensation of the superintendent shall comply with the Superintendent Pay Transparency Act. The board may contract with them for terms not to exceed three years. The election of all officers of the board of education and all elections for filling vacancies on the board of education shall be by ballot. No person shall be declared elected unless he or she receives the vote of a majority of all the members of the board of education.

Sec. 2. Section 79-567, Reissue Revised Statutes of Nebraska, is amended to read:

79-567 The members of the board of education of a Class V school district, at their regular meeting in January each year, shall elect a president and vice president from their own members, who shall serve for terms of one year or until their successors are elected and qualified. The members of the board of education may also select from outside their own members one superintendent of public schools, one secretary, one treasurer, and such other officers as the board may deem necessary for the administration of the affairs of the school district, at such compensation ~~salary~~ as the board may deem just, except that the compensation of the superintendent shall comply with the Superintendent Pay Transparency Act. The members of the board of education, ~~and~~ in their discretion, ~~they~~ may enter into contracts with such officers for terms of not to exceed three years. The board shall have the power to elect its

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president and vice president and to select its officers and employees in accordance with rules adopted by the board.

Sec. 3. Section 79-594, Reissue Revised Statutes of Nebraska, is amended to read:

79-594 The school board in a Class II, III, IV, or VI school district may also elect at any regular meeting one superintendent of public instruction with such compensation ~~salary~~ as the board deems best, except that such compensation shall comply with the Superintendent Pay Transparency Act. The board ~~and~~ may enter into contract with the superintendent, ~~him or her~~ at its discretion, for a term not to exceed three years.

Sec. 4. Section 79-1219, Reissue Revised Statutes of Nebraska, is amended to read:

79-1219 Each board of an educational service unit deciding to provide supplementary services shall appoint and fix the ~~compensation and~~ duties of an administrator, who shall be a person experienced in public school administration and who shall hold at least a standard administrative certificate. The board shall fix the compensation of the administrator, except that such compensation shall comply with the Superintendent Pay Transparency Act. With the advice of the administrator, the board shall also employ and fix the compensation and duties of such professional and clerical assistants as shall be necessary. No board member of an educational service unit shall be employed by the educational service unit board on which he or she is a board member.

Sec. 5. Section 79-2401, Reissue Revised Statutes of Nebraska, is amended to read:

79-2401 Sections 79-2401 to 79-2405 and sections 6 and 7 of this act shall be known and may be cited as the Superintendent Pay Transparency Act.

Sec. 6. For purposes of the Superintendent Pay Transparency Act:

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(1) Benefit means any amount, not included in salary, to be paid during the contract year or to be paid in the future by a school district or educational service unit in exchange for the personal services performed during such contract year resulting in a benefit for the employee or the family of the employee including, but not limited to, (a) employer contributions pursuant to the School Employees Retirement Act or the Class V School Employees Retirement Act, (b) early retirement inducements as defined in section 79-978 for employees of Class V school districts and as defined in section 79-902 for employees of all other school districts and educational service units, (c) cash awards paid by the school district or educational service unit, (d) severance pay, (e) employer contributions made for the purpose of separation payments to be made at retirement, (f) employer contributions to annuities, (g) employer contributions to group life, health, or disability insurance premiums, (h) payments made to an employee in lieu of employer contributions to insurance premiums, and (i) the maximum cash payment for potential unused leave of any type that could be accrued during such contract year;

(2) Compensation means a reasonable estimate of the total amount of salary and benefits to be paid by a school district or educational service unit in exchange for personal services performed during a contract year;

(3) Compensation for a beginning teacher means compensation expected to be paid by a school district or educational service unit for the first year of teaching by a certificated teacher assuming such certificated teacher receives the maximum benefits generally available to a teacher who does not receive additional compensation for duties beyond the standard teaching contract; and

(4) Salary means gross wages to be paid in exchange for personal services performed during the contract year and includes (a) overtime pay, (b) member contributions pursuant to the School Employees Retirement Act or the Class V School Employees Retirement Act, and (c) amounts

contributed to plans under section 125, 403(b), or 457 of the Internal Revenue Code as defined in section 49-801.01 or any other section of the code which defers or excludes such amounts from income.

Sec. 7. (1) On and after the effective date of this act, no school district or educational service unit may enter into any contract with a superintendent for services to be rendered to a school district or an administrator for services to be rendered to an educational service unit if such contract will cause, by the terms of such contract or in combination with existing contracts, such school district or educational service unit to pay compensation for any contract year to or on behalf of such superintendent or administrator in excess of five times the compensation for a beginning teacher in such school district or educational service unit for the same contract year.

(2) For purposes of this section:

(a) If a superintendent of a school district also receives compensation from an educational service unit in which such school district is a member, such compensation shall be deemed compensation from such school district; and

(b) If an administrator of an educational service unit receives compensation from a school district which is a member of such educational service unit, such compensation shall be deemed compensation from such educational service unit.

(3) Any contract entered into in violation of this section shall be invalid, and money belonging to a school district or educational service unit shall not be expended on such a contract.

(4) Any compensation received by a superintendent or administrator in violation of the limitations in this section shall be forfeited by such superintendent or administrator and returned to the school district or educational service unit, and a notice regarding such excess compensation shall be filed with the Commissioner of Education within thirty days after the superintendent, administrator, school board, or

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board of the educational service unit becomes aware of such violation.

Sec. 8. Section 79-2402, Reissue Revised Statutes of Nebraska, is amended to read:

79-2402 (1) Before the school board of any school district or the board of any educational service unit approves a proposed contract, or any proposed amendment to an existing contract, for future superintendent services to be rendered to such school district by the current superintendent or future administrator services to be rendered to such educational service unit by the current administrator, the board shall publish a copy of such proposed contract or amendment, ~~and~~ a reasonable estimate and description of all current and future costs to the school district or educational service unit if the proposed contract or amendment were to be approved, and the maximum total compensation allowed for the superintendent or administrator pursuant to section 7 of this act at least three days before the meeting of the board at which such proposed contract or amendment will be considered. Such publication shall also specify the date, time, and place of the public meeting at which the proposed contract or amendment will be considered. Electronic publication on the web site of the school district or educational service unit shall satisfy the requirement of this subsection if such electronic publication is prominently displayed and allows public access to the entire proposed contract or amendment and all other information required by this section.

(2) After the school board of any school district or the board of any educational service unit approves a contract for future superintendent services to be rendered to such school district by a new superintendent or future administrator services to be rendered to such educational service unit by a new administrator, the board shall publish a copy of such contract, and a reasonable estimate and description of all current and future costs to the school district or educational service unit that will be incurred as a result of such contract, within two days after the meeting of the board at which such contract was approved.

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Electronic publication on the web site of the school district or educational service unit shall satisfy the requirement of this subsection if such electronic publication is prominently displayed and allows public access to the entire contract.

Sec. 9. Original sections 79-566, 79-567, 79-594, 79-1219, 79-2401, and 79-2402, Reissue Revised Statutes of Nebraska, are repealed.

PREPARED BY: Sandy Sostad
DATE PREPARED: January 17, 2018
PHONE: 471-0054

LB 851

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES **(See narrative for political subdivision estimates)**

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS				
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS				

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 851 amends the Superintendent Pay Transparency Act which applies to contracts with superintendents of school districts and administrators of educational service units (ESU's). The bill provides that beginning in FY2018-19, school districts and ESU's may not enter into contracts with school superintendents or ESU administrators for compensation for any contract year which is in excess of five times the compensation for a beginning teacher in such school district or ESU in the same contract year. The bill defines compensation to include salary and benefits.

Any compensation received by a superintendent or administrator in violation of the limitations shall be forfeited and returned and a notice regarding the excess compensation shall be filed with the Commissioner of Education within 30 days.

Data is available on the State Department of Education (NDE) website through the Superintendent Pay Transparency Act related to contractual salaries for school superintendents and ESU administrators. Some districts and ESU's also provide information on the benefit package for these individuals. However, NDE does not have specific information by school district or ESU on beginning teacher salaries and benefits for each district and ESU. Some of this information is available on the Nebraska State Education Association website. But, comprehensive data on benefits provided to school and ESU employees is not available at the state level to analyze the fiscal impact of the bill for individual school districts and ESU's.

It is probable the bill will have a fiscal impact for some school districts and ESU's in terms of the amount of compensation and benefits provided to superintendents and administrators. The fiscal impact for each entity will depend upon compensation and benefit packages offered to superintendents, administrators and beginning teachers.

ESU's: The ESU Coordinating Council looked at the impact of the bill on ESU's 2, 3 and 7 based upon FY2017-18 salaries and benefits. The fiscal note indicates the bill would currently have no fiscal impact for the three ESU's because the salary and benefit package of the administrator is not five times greater than that of a new teacher with a specialized endorsement in these ESU's.

School Districts: Omaha, Elkorn, Lincoln and Grand Island Public Schools were contacted in order to provide examples of the fiscal impact of the bill. School district staff in Omaha, Lincoln and Grand Island indicated the differential between the superintendent salary/benefit package and the beginning teacher salary/benefit package was greater than five times, so, the bill would have had a fiscal impact for the districts if it had been effect this fiscal year. Elkorn Public Schools indicates the compensation currently provided to the superintendent and beginning teachers would comply with the requirements of the bill.

NDE: The bill will increase the workload of NDE to keep track of violations that are reported to the department. It is assumed that any increased workload can be handled with existing staff and resources.

ADMINISTRATIVE SERVICES STATE BUDGET DIVISION: REVIEW OF AGENCY & POLT. SUB. RESPONSE			
LB: 851	AM:	AGENCY/POLT. SUB: Department of Education	
REVIEWED BY: Gary Bush	DATE: 01/17/18	PHONE: (402) 471-4161	
COMMENTS: Concur.			

Please complete ALL (5) blanks in the first three lines.

2018

LB(1) 851

FISCAL NOTE

State Agency OR Political Subdivision Name: (2) Dept of Education

Prepared by: (3) Bryce Wilson Date Prepared: (4) 1/11/18 Phone: (5) 402-471-4320

ESTIMATE PROVIDED BY STATE AGENCY OR POLITICAL SUBDIVISION

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS				
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS				

Explanation of Estimate:

LB 851 limits Superintendent compensation to five times the amount of compensation a beginning teacher would receive in the district or ESU.

No material fiscal impact to the State or Dept. of Education.

BREAKDOWN BY MAJOR OBJECTS OF EXPENDITURE

Personal Services:

POSITION TITLE	NUMBER OF POSITIONS 18-19	NUMBER OF POSITIONS 19-20	2018-19 EXPENDITURES	2019-20 EXPENDITURES
Benefits				
Operating				
Travel				
Capital outlay				
Aid				
Capital improvements				
TOTAL				

Please complete ALL (5) blanks in the first three lines. **2018**

LB(1) 851 **FISCAL NOTE**

State Agency OR Political Subdivision Name: (2) ESU Coordinating Council

Prepared by: (3) David Ludwig Date Prepared: (4) January 16, 2018 Phone: (5) 402-597-4915

ESTIMATE PROVIDED BY STATE AGENCY OR POLITICAL SUBDIVISION

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS				
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	0.00	0.00	0.00	0.00

Explanation of Estimate:

Within the ESU's providing a Special Needs Contracted Program for member school districts, teachers with a specialized endorsement are employed. For example, the 2017-2018 new teacher salary/benefits package within ESU 3 equals $60,604. This total compensation, when multiplied by 5, equals $303,020, which would be the total allowable amount for the ESU Administrator. The current total compensation for the ESU Administrator is $260,424. As the administrator and teacher's salaries increase each year, the gap would remain about the same between the two totals. The initial cost for implementing LB 851 will be $0, with the exception of the time it takes for the administrator and business official to make all the calculations and submit the proper reports.

Example 2: The total compensation for a teacher with a specialized endorsement within ESU 7 equals $59,132. When multiplied by 5, the total allowable compensation for the ESU Administrator is $295,660. The current total compensation for the ESU Administrator is $205,899.

Example 3: The total compensation for a teacher with a specialized endorsement within ESU 2 equals $55,800. When multiplied by 5, the total allowable compensation for the ESU Administrator is $279,000. The current costs for the ESU Administrator is $216.068

BREAKDOWN BY MAJOR OBJECTS OF EXPENDITURE

Personal Services:

POSITION TITLE	NUMBER OF POSITIONS 18-19	NUMBER OF POSITIONS 19-20	2018-19 EXPENDITURES	2019-20 EXPENDITURES
Benefits				
Operating				
Travel				
Capital outlay				
Aid				
Capital improvements				
TOTAL				

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB851

Chairperson: Senator Mike Groene

Committee: Education

Date of Hearing: January 22, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB851 intends to slow the growth of superintendent compensation packages by setting a maximum based on a ratio of five times the starting teacher compensation package in a specific district. Compensation package includes base salary, retirement benefits, health benefits, FICA taxes, car allowance, membership dues, etc.

Principal Introducer: _____

Senator Lou Ann Linehan

LB876
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 876

Introduced by Kolowski, 31.

Read first time January 08, 2018

Committee: Education

A BILL FOR AN ACT relating to the Special Education Act; to amend sections 79-1142 and 79-1145, Reissue Revised Statutes of Nebraska; to change provisions relating to reimbursement; to harmonize provisions; to repeal the original sections; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

LB876
2018

Section 1. Section 79-1142, Reissue Revised Statutes of Nebraska, is amended to read:

79-1142 (1) Level I services refers to services provided to children with disabilities who require an aggregate of not more than three hours per week of special education services and support services and includes all administrative, diagnostic, consultative, and vocational-adjustment counselor services.

(2) The total allowable reimbursable cost for support services shall not exceed a percentage, established by the State Board of Education, of the school district's or approved cooperative's total allowable reimbursable cost for all special education programs and support services. The percentage established by the State Board of Education for support services shall not exceed the difference of ten percent minus the percentage of the appropriations for special education approved by the Legislature set aside for reimbursements for support services pursuant to subsection (5) of this section.

(3)(a) For special education and support services provided in each school fiscal year prior to school fiscal year 2017-18, the State Department of Education shall reimburse each school district in the following school fiscal year a pro rata amount determined by the department. The reimbursement percentage shall be the ratio of the difference of the appropriations for special education approved by the Legislature minus the amounts set aside pursuant to subsection (5) of this section divided by the total allowable excess costs for all special education programs and support services.

(b) For special education and support services provided in school fiscal year 2017-18 and each school fiscal year thereafter, the State Department of Education shall reimburse each school district in the following school fiscal year at least eighty percent of the total excess allowable costs for all special education programs and support services provided by such school district. If the appropriation for special

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2018

education approved by the Legislature exceeds, after subtracting amounts set aside pursuant to subsection (5) of this section, an amount equal to eighty percent of the aggregate total excess allowable costs for all special education programs and support services provided by school districts, the reimbursement percentage shall be the ratio of the difference of the appropriation for special education approved by the Legislature minus the amounts set aside pursuant to subsection (5) of this section divided by the aggregate total excess allowable costs for all special education programs and support services provided by school districts.

(4) Cooperatives of school districts or educational service units shall also be eligible for reimbursement for cooperative programs pursuant to this section if such cooperatives or educational service units have complied with the reporting and approval requirements of section 79-1155 for cooperative programs which were offered the preceding year. The payments shall be made by the department to the school district of residence, cooperative of school districts, or educational service unit each year in a minimum of seven payments between the fifth and twentieth day of each month beginning in December. Additional payments may be made based upon additional valid claims submitted. The State Treasurer shall, between the fifth and twentieth day of each month, notify the Director of Administrative Services of the amount of funds available in the General Fund for payment purposes. The director shall, upon receiving such certification, draw warrants against funds appropriated.

(5) On and after August 1, 2010, residential settings described in subdivision (10)(c) of section 79-215 shall be reimbursed for the educational services, including special education services and support services, provided pursuant to such subdivision on or after August 1, 2010, in an amount determined pursuant to the average per pupil cost of the service agency. Reimbursements pursuant to this section shall be made

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2018

from funds set aside for such purpose within sixty days after receipt of a reimbursement request submitted in the manner required by the department and including any documentation required by the department for educational services that have been provided, except that if there are not any funds available for the remainder of the state fiscal year for such reimbursements, the reimbursement shall occur within thirty days after the beginning of the immediately following state fiscal year. The department may audit any required documentation and subtract any payments made in error from future reimbursements. The State Board of Education shall set aside separate amounts from the appropriations for special education approved by the Legislature for reimbursements pursuant to this subsection for students receiving special education services and for students receiving support services for each state fiscal year. The amounts set aside for each purpose shall be based on estimates of the reimbursements to be requested during the state fiscal year and shall not be less than the total amount of reimbursements requested in the prior state fiscal year plus any unpaid requests from the prior state fiscal year.

Sec. 2. Section 79-1145, Reissue Revised Statutes of Nebraska, is amended to read:

79-1145 ~~(1) For each fiscal year prior to fiscal year 2014-15, the aggregate amount of General Funds appropriated for special education programs and support services pursuant to sections 79-1129, 79-1132, and 79-1144 shall not exceed the aggregate amount of General Funds appropriated pursuant to such sections for the previous fiscal year, increased by five percent.~~

(1) ~~(2)~~ For ~~fiscal year 2014-15 and~~ each fiscal year prior to fiscal year 2018-19 ~~thereafter~~, the aggregate amount of General Funds appropriated for special education programs and support services pursuant to sections 79-1129, 79-1132, and 79-1144 shall not exceed the aggregate amount of General Funds appropriated pursuant to such sections for the

LB876
2018

previous fiscal year, increased by ten percent. For purposes of this section, for fiscal year 2016-17 the aggregate amount of General Funds appropriated for special education programs and support services pursuant to sections 79-1129, 79-1132, and 79-1144 for the previous fiscal year shall be the net amount after any decrease required pursuant to section 43-2515.

(2) For fiscal year 2018-19 and each fiscal year thereafter, the aggregate amount of General Funds appropriated for special education programs and support services pursuant to sections 79-1129, 79-1132, 79-1142, and 79-1144 shall not be less than eighty percent of the total excess allowable costs for all special education programs and support services provided by school districts plus the amount to be set aside for the reimbursement of residential settings pursuant to subsection (5) of section 79-1142.

Sec. 3. Original sections 79-1142 and 79-1145, Reissue Revised Statutes of Nebraska, are repealed.

Sec. 4. Since an emergency exists, this act takes effect when passed and approved according to law.

LB944
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 944

Introduced by Speaker Scheer, 19; at the request of the Governor.

Read first time January 10, 2018

Committee: Appropriations

A BILL FOR AN ACT relating to appropriations; to amend Laws 2017, LB268A, section 3; Laws 2017, LB327, sections 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 37, 38, 39, 40, 45, 49, 50, 52, 54, 55, 57, 59, 62, 68, 69, 70, 71, 73, 82, 85, 86, 87, 92, 96, 97, 98, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110, 112, 116, 125, 126, 128, 130, 132, 134, 136, 137, 138, 139, 140, 145, 146, 147, 148, 149, 150, 152, 153, 154, 155, 162, 163, 165, 166, 168, 169, 170, 172, 173, 176, 177, 182, 186, 189, 190, 192, 195, 196, 199, 201, 204, 208, 210, 211, 213, 214, 215, 216, 218, 221, 222, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, 242, 243, 244, 247, 249, 250, 251, 255, 260, 263, 265, and 272; Laws 2017, LB329, sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18; Laws 2017, LB330, sections 25 and 42; and Laws 2017, LB512A, section 2; to define terms; to provide, change, and eliminate appropriations for operation of state government, state aid, postsecondary education, and capital construction; to provide for transfers of funds; to require reports; to repeal the original sections; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

LB944
2018

Section 1. DEFINITION OF APPROPRIATION PERIOD.

For purposes of this act and any other legislative bill passed by the One Hundred Fifth Legislature, First or Second Session, which appropriates funds, FY2016-17 means the period July 1, 2016, through June 30, 2017; FY2017-18 means the period July 1, 2017, through June 30, 2018; FY2018-19 means the period July 1, 2018, through June 30, 2019; FY2019-20 means the period July 1, 2019, through June 30, 2020; and FY2020-21 means the period July 1, 2020, through June 30, 2021.

Sec. 2. APPROPRIATION LANGUAGE.

There are hereby appropriated, for FY2017-18 and FY2018-19, the sums set forth in this act to each agency for each program from the respective funds for the general operations of state government, postsecondary education, capital construction, and state aid, except as otherwise appropriated.

Sec. 3. UNEXPENDED BALANCES AND CERTIFIED ENCUMBRANCES.

All General Fund appropriations existing on June 30, 2017, in excess of expended and certified encumbrance amounts are hereby lapsed unless otherwise provided. All Cash Fund and Revolving Fund appropriations existing on June 30, 2017, in excess of expended and certified encumbrance amounts are hereby lapsed unless otherwise expressly provided. All certified encumbrance amounts on June 30, 2017, and June 30, 2018, are hereby reappropriated for FY2017-18 and FY2018-19, respectively, which amounts shall be in addition to the amounts shown in this act.

Sec. 4. REAPPROPRIATION OF BALANCES, FY2017-18 to FY2018-19.

In addition to the appropriations set forth in this act, there are hereby reappropriated all unexpended appropriation balances existing on June 30, 2018, for FY2018-19 to the respective agencies, programs, and funds listed in this act, except as otherwise provided in this act.

Sec. 5. NEBRASKA ACCOUNTING SYSTEM MANUAL DEFINITIONS.

The definitions contained in the Nebraska Accounting System Manual,

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and any amendments thereto, on file with the Clerk of the Legislature are hereby adopted by the Legislature as the definitions for this act, except as provided in section 150 of this act.

Sec. 6. DRAWING AND PAYING WARRANTS.

The Director of Administrative Services shall draw warrants upon the proper fund in the state treasury for an amount not to exceed the appropriations set forth in this act upon presentation of proper documentation. The State Treasurer shall pay the warrants out of the appropriate funds.

Sec. 7. AGENCY NO. 16 — DEPARTMENT OF REVENUE

Program No. 164 - Gamblers Assistance Program

	FY2017-18	FY2018-19
SALARY LIMIT	-0-	6,886

Sec. 8. AGENCY NO. 28 — DEPARTMENT OF VETERANS' AFFAIRS

Program No. 519 - Nebraska Veterans' Homes

	FY2017-18	FY2018-19
GENERAL FUND	286,671	238,197
CASH FUND	221,413	222,858
FEDERAL FUND est.	349,418	351,696
PROGRAM TOTAL	857,502	812,751
SALARY LIMIT	711,934	717,273

Sec. 9. AGENCY NO. 46 — DEPARTMENT OF CORRECTIONAL SERVICES

Program No. 929 - Nebraska State Penitentiary Dormitory

	FY2017-18	FY2018-19	FUTURE
NEBRASKA CAPITAL			
CONSTRUCTION FUND	-0-	5,800,000	-0-
PROGRAM TOTAL	-0-	5,800,000	-0-

The Department of Correctional Services is hereby authorized to plan, design, and renovate existing facilities as necessary to incorporate and construct a new one-hundred-bed dormitory within the

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Nebraska State Penitentiary complex.

Sec. 10. AGENCY NO. 91 — NEBRASKA TOURISM COMMISSION

Program No. 618 - Tourism Promotion

	FY2017-18	FY2018-19
CASH FUND	500,000	500,000
PROGRAM TOTAL	500,000	500,000
SALARY LIMIT	-0-	-0-

Sec. 11. Laws 2017, LB268A, section 3, is amended to read:

Sec. 3. AGENCY NO. 70 — FOSTER CARE REVIEW OFFICE

Program No. 353 - Children's Commission

	FY2017-18	FY2018-19
GENERAL FUND	176,400	172,800
PROGRAM TOTAL	176,400	172,800
~~GENERAL FUND~~	~~180,000~~	~~180,000~~
~~PROGRAM TOTAL~~	~~180,000~~	~~180,000~~
SALARY LIMIT	100,392	101,144

Sec. 12. Laws 2017, LB327, section 10, is amended to read:

Sec. 10. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 122 - Legislative Services

	FY2017-18	FY2018-19
GENERAL FUND	9,510,388	9,449,125
~~GENERAL FUND~~	~~9,704,478~~	~~9,842,839~~
CASH FUND	75,000	75,000
FEDERAL FUND est.	39,270	39,270
PROGRAM TOTAL	9,624,658	9,563,395
~~PROGRAM TOTAL~~	~~9,818,748~~	~~9,957,109~~
SALARY LIMIT	7,116,064	7,168,457

There is included in the appropriation to this program for FY2017-18 $75,000 Cash Funds and for FY2018-19 $75,000 Cash Funds from the Nebraska Health Care Cash Fund for the purpose of ongoing health-related research

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and public policy development by the Health and Human Services Committee of the Legislature. Such funds may be used for, but shall not be limited to, hiring temporary legal research assistance, consulting and research contracts, reimbursement for necessary and appropriate expenses incurred in connection with such research and policy development, and actual and necessary travel reimbursement for task forces and committees established to conduct health policy work.

The unexpended General Fund appropriation balance existing on June 30, 2017, less $24,831 is hereby reappropriated.

Of the unexpended June 30, 2017, General Fund appropriation balance reappropriated to this program for FY2017-18 $250,000 is designated for new telephone equipment.

Sec. 13. Laws 2017, LB327, section 11, is amended to read:

Sec. 11. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 123 - Clerk of the Legislature

	FY2017-18	FY2018-19
GENERAL FUND	3,914,136	3,879,399
~~GENERAL FUND~~	~~3,994,016~~	~~4,041,041~~
CASH FUND	66,000	68,000
PROGRAM TOTAL	3,980,136	3,947,399
~~PROGRAM TOTAL~~	~~4,060,016~~	~~4,109,041~~
SALARY LIMIT	3,010,301	3,032,042

The unexpended General Fund appropriation balance existing on June 30, 2017, less $46,359, is hereby reappropriated.

Of the unexpended June 30, 2017, General Fund appropriation balance reappropriated to this program for FY2017-18 $800,000 is designated for legislative chamber and hearing room audio/video systems and for the legislative chamber display board.

Sec. 14. Laws 2017, LB327, section 12, is amended to read:

Sec. 12. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 126 - Legislative Research

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	FY2017-18	FY2018-19
GENERAL FUND	680,260	676,012
PROGRAM TOTAL	680,260	676,012
~~GENERAL FUND~~	~~694,143~~	~~704,179~~
~~PROGRAM TOTAL~~	~~694,143~~	~~704,179~~
SALARY LIMIT	589,546	593,183

The unexpended General Fund appropriation balance existing on June 30, 2017, less $3,427, is hereby reappropriated.

Sec. 15. Laws 2017, LB327, section 13, is amended to read:

Sec. 13. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 127 - Revisor of Statutes

	FY2017-18	FY2018-19
GENERAL FUND	1,397,526	1,385,452
~~GENERAL FUND~~	~~1,426,047~~	~~1,443,179~~
CASH FUND	100,000	50,000
PROGRAM TOTAL	1,497,526	1,435,452
~~PROGRAM TOTAL~~	~~1,526,047~~	~~1,493,179~~
SALARY LIMIT	1,128,290	1,135,860

The unexpended General Fund appropriation balance existing on June 30, 2017, less $7,520, is hereby reappropriated.

Sec. 16. Laws 2017, LB327, section 14, is amended to read:

Sec. 14. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 129 - Legislative Audit

	FY2017-18	FY2018-19
GENERAL FUND	674,893	670,171
PROGRAM TOTAL	674,893	670,171
~~GENERAL FUND~~	~~688,666~~	~~698,095~~
~~PROGRAM TOTAL~~	~~688,666~~	~~698,095~~
SALARY LIMIT	525,493	529,414

The unexpended General Fund appropriation balance existing on June

30, 2017, is hereby reappropriated.

Sec. 17. Laws 2017, LB327, section 15, is amended to read:

Sec. 15. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 501 - Intergovernmental Cooperation

	FY2017-18	FY2018-19
GENERAL FUND	451,254	377,127
PROGRAM TOTAL	451,254	377,127
~~GENERAL FUND~~	~~460,463~~	~~392,841~~
~~PROGRAM TOTAL~~	~~460,463~~	~~392,841~~
SALARY LIMIT	-0-	-0-

The unexpended General Fund appropriation balance existing on June 30, 2017, less $434, is hereby reappropriated.

Sec. 18. Laws 2017, LB327, section 16, is amended to read:

Sec. 16. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 504 - Office of Public Counsel

	FY2017-18	FY2018-19
GENERAL FUND	1,522,770	1,514,054
PROGRAM TOTAL	1,522,770	1,514,054
~~GENERAL FUND~~	~~1,553,847~~	~~1,577,140~~
~~PROGRAM TOTAL~~	~~1,553,847~~	~~1,577,140~~
SALARY LIMIT	1,229,792	1,238,743

The unexpended General Fund appropriation balance existing on June 30, 2017, is hereby reappropriated.

Sec. 19. Laws 2017, LB327, section 17, is amended to read:

Sec. 17. AGENCY NO. 3 — LEGISLATIVE COUNCIL

Program No. 638 - Fiscal and Program Analysis

	FY2017-18	FY2018-19
GENERAL FUND	1,642,979	1,626,674
PROGRAM TOTAL	1,642,979	1,626,674
~~GENERAL FUND~~	~~1,676,509~~	~~1,694,452~~

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~~PROGRAM TOTAL~~	~~1,676,509~~	~~1,694,452~~
SALARY LIMIT	1,376,087	1,385,703

The unexpended General Fund appropriation balance existing on June 30, 2017, less $3,333, is hereby reappropriated.

Sec. 20. Laws 2017, LB327, section 18, is amended to read:

Sec. 18. AGENCY NO. 5 — SUPREME COURT

Program No. 52 - Operations

	FY2017-18	FY2018-19
GENERAL FUND	33,724,757	34,382,798
CASH FUND est.	2,893,458	2,912,745
~~GENERAL FUND~~	~~34,612,746~~	~~36,015,236~~
~~CASH FUND est.~~	~~2,693,458~~	~~2,712,745~~
FEDERAL FUND est.	490,103	495,756
PROGRAM TOTAL	37,108,318	37,791,299
~~PROGRAM TOTAL~~	~~37,796,307~~	~~39,223,737~~
SALARY LIMIT	24,954,767	25,207,198

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 34 - Court Administration

No. 40 - State Law Library

No. 396 - County Court System

No. 399 - District Court Reporters

No. 405 - Court of Appeals

The unexpended General Fund appropriation balance, less aid, existing on June 30, 2017, less $13,783, is hereby reappropriated.

The budget division of the Department of Administrative Services shall administratively transfer General Fund appropriations or Salary Limits or both among Programs 52, 67, 420, 435, and 437 within Agency 5, upon written certification by the State Court Administrator that the Supreme Court has determined that such transfer is necessary for the

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efficient functioning of statewide court operations and the proper administration of justice.

There is included in the appropriation to this program for FY2017-18 $270,000 Cash Funds for dispute resolution state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $270,000 Cash Funds for dispute resolution state aid, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $550,000 Cash Funds for parenting plan mediation for indigent and lower-income persons involved in Parenting Act cases, as state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $550,000 Cash Funds for parenting plan mediation for indigent and lower-income persons involved in Parenting Act cases, as state aid, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $300,000 General Funds for court appointed special advocate state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $300,000 General Funds for court appointed special advocate state aid, which shall only be used for such purpose.

Cash Fund expenditures for this program shall not be limited to the amounts shown.

Sec. 21. Laws 2017, LB327, section 19, is amended to read:

Sec. 19. AGENCY NO. 5 — SUPREME COURT

Program No. 67 - Probation Services

	FY2017-18	FY2018-19
GENERAL FUND	28,909,353	29,082,588
~~GENERAL FUND~~	~~29,499,340~~	~~30,294,363~~
CASH FUND est.	1,139,370	1,321,843
FEDERAL FUND est.	215,967	217,203
PROGRAM TOTAL	30,264,690	30,621,634

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~~PROGRAM TOTAL~~	~~30,854,677~~	~~31,833,409~~
SALARY LIMIT	21,277,852	21,561,765

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 397 - Statewide Probation

No. 398 - Intensive Supervision Probation

Cash Fund expenditures for this program shall not be limited to the amounts shown.

The unexpended General Fund appropriation balance existing on June 30, 2017, less $4,870, is hereby reappropriated.

Sec. 22. Laws 2017, LB327, section 21, is amended to read:

Sec. 21. AGENCY NO. 5 — SUPREME COURT

Program No. 420 - State Specialized Court Operations

	FY2017-18	FY2018-19
GENERAL FUND	2,602,859	2,575,459
PROGRAM TOTAL	2,602,859	2,575,489
~~GENERAL FUND~~	~~2,655,979~~	~~2,682,770~~
~~PROGRAM TOTAL~~	~~2,655,979~~	~~2,682,770~~
SALARY LIMIT	1,411,439	1,421,906

The unexpended General Fund appropriation balance existing on June 30, 2017, is hereby reappropriated.

The supervision and management of the State Specialized Courts shall be under the direct jurisdiction of the Supreme Court and the State Court Administrator.

Sec. 23. Laws 2017, LB327, section 22, is amended to read:

Sec. 22. AGENCY NO. 5 — SUPREME COURT

Program No. 435 - Probation Community Corrections

	FY2017-18	FY2018-19
GENERAL FUND	20,646,317	22,758,420
~~GENERAL FUND~~	~~21,067,670~~	~~23,706,688~~

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CASH FUND est.	6,625,708	6,625,708
PROGRAM TOTAL	27,272,025	29,384,128
~~PROGRAM TOTAL~~	~~27,693,378~~	~~30,332,396~~
SALARY LIMIT	7,229,857	7,302,102

The unexpended General Fund appropriation balance existing on June 30, 2017, less $37,420, is hereby reappropriated.

Cash Fund expenditures for this program shall not be limited to the amounts shown.

Sec. 24. Laws 2017, LB327, section 23, is amended to read:

Sec. 23. AGENCY NO. 5 — SUPREME COURT

Program No. 437 - Juvenile Justice

	FY2017-18	FY2018-19
GENERAL FUND	69,756,640	68,581,889
~~GENERAL FUND~~	~~71,180,245~~	~~71,439,468~~
CASH FUND est.	25,000	25,000
PROGRAM TOTAL	69,781,640	68,606,889
~~PROGRAM TOTAL~~	~~71,205,245~~	~~71,464,468~~
SALARY LIMIT	13,284,846	13,384,811

The unexpended General Fund appropriation balance existing on June 30, 2017, less $31,344, is hereby reappropriated.

Cash Fund expenditures for this program shall not be limited to the amounts shown.

Sec. 25. Laws 2017, LB327, section 25, is amended to read:

Sec. 25. AGENCY NO. 7 — GOVERNOR

Program No. 18 - Governor's Policy Research Office

	FY2017-18	FY2018-19
GENERAL FUND	674,753	679,240
PROGRAM TOTAL	674,753	679,240
~~GENERAL FUND~~	~~674,753~~	~~682,517~~
~~PROGRAM TOTAL~~	~~674,753~~	~~682,517~~

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SALARY LIMIT	551,355	555,111

The unexpended General Fund appropriation balance existing on June 30, 2017, less $10,453, is hereby reappropriated.

Sec. 26. Laws 2017, LB327, section 26, is amended to read:

Sec. 26. AGENCY NO. 7 — GOVERNOR

Program No. 21 - Office of the Governor

	FY2017-18	FY2018-19
GENERAL FUND	1,287,066	1,281,944
PROGRAM TOTAL	1,287,066	1,281,944
~~GENERAL FUND~~	~~1,347,511~~	~~1,363,797~~
~~PROGRAM TOTAL~~	~~1,347,511~~	~~1,363,797~~
SALARY LIMIT	904,118	913,000

The unexpended General Fund appropriation balance existing on June 30, 2017, less $8,397, is hereby reappropriated.

Sec. 27. Laws 2017, LB327, section 27, is amended to read:

Sec. 27. AGENCY NO. 8 — LIEUTENANT GOVERNOR

Program No. 124 - Office of the Lieutenant Governor

	FY2017-18	FY2018-19
GENERAL FUND	35,976	35,639
PROGRAM TOTAL	35,976	35,639
~~GENERAL FUND~~	~~36,710~~	~~37,124~~
~~PROGRAM TOTAL~~	~~36,710~~	~~37,124~~
SALARY LIMIT	24,578	24,674

The unexpended General Fund appropriation balance existing on June 30, 2017, less $441, is hereby reappropriated.

Sec. 28. Laws 2017, LB327, section 28, is amended to read:

Sec. 28. AGENCY NO. 9 — SECRETARY OF STATE

Program No. 22 - Departmental Administration

	FY2017-18	FY2018-19
GENERAL FUND	267,474	259,391

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~~GENERAL FUND~~	~~272,933~~	~~270,199~~
CASH FUND	179,743	187,750
PROGRAM TOTAL	447,217	447,141
~~PROGRAM TOTAL~~	~~452,676~~	~~457,949~~
SALARY LIMIT	255,086	257,006

Sec. 29. Laws 2017, LB327, section 29, is amended to read:

Sec. 29. AGENCY NO. 9 — SECRETARY OF STATE

Program No. 45 - Election Administration

	FY2017-18	FY2018-19
GENERAL FUND	1,889,829	1,690,032
~~GENERAL FUND~~	~~1,928,397~~	~~1,760,450~~
CASH FUND	40,476	20,893
PROGRAM TOTAL	1,930,305	1,710,925
~~PROGRAM TOTAL~~	~~1,968,873~~	~~1,781,343~~
SALARY LIMIT	383,671	386,558

Sec. 30. Laws 2017, LB327, section 30, is amended to read:

Sec. 30. AGENCY NO. 9 — SECRETARY OF STATE

Program No. 51 - Enforcement of Standards - Corporations

	FY2017-18	FY2018-19
CASH FUND	2,464,660	840,981
PROGRAM TOTAL	2,464,660	840,981
~~CASH FUND~~	~~2,264,660~~	~~840,981~~
~~PROGRAM TOTAL~~	~~2,264,660~~	~~840,981~~
SALARY LIMIT	375,211	378,034

Sec. 31. Laws 2017, LB327, section 32, is amended to read:

Sec. 32. AGENCY NO. 9 — SECRETARY OF STATE

Program No. 86 - Enforcement of Standards - Records Management

	FY2017-18	FY2018-19
GENERAL FUND	153,692	152,393
~~GENERAL FUND~~	~~156,829~~	~~158,743~~

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CASH FUND	3,483,590	3,803,701
REVOLVING FUND	946,783	941,184
PROGRAM TOTAL	4,584,065	4,897,278
~~PROGRAM TOTAL~~	~~4,587,202~~	~~4,903,628~~
SALARY LIMIT	541,310	543,940

Sec. 32. Laws 2017, LB327, section 33, is amended to read:

Sec. 33. AGENCY NO. 9 — SECRETARY OF STATE

Program No. 89 - Uniform Commercial Code Central Filing

	FY2017-18	FY2018-19
CASH FUND	1,873,687	1,225,483
PROGRAM TOTAL	1,873,687	1,225,483
~~CASH FUND~~	~~2,073,687~~	~~1,225,483~~
~~PROGRAM TOTAL~~	~~2,073,687~~	~~1,225,483~~
SALARY LIMIT	520,418	524,334

Sec. 33. Laws 2017, LB327, section 34, is amended to read:

Sec. 34. AGENCY NO. 10 — AUDITOR OF PUBLIC ACCOUNTS

Program No. 506 - State Agency and County Post Audits

	FY2017-18	FY2018-19
GENERAL FUND	2,385,006	2,362,579
PROGRAM TOTAL	2,385,006	2,362,579
~~GENERAL FUND~~	~~2,433,680~~	~~2,461,020~~
~~PROGRAM TOTAL~~	~~2,433,680~~	~~2,461,020~~
SALARY LIMIT	1,800,420	1,813,968

Sec. 34. Laws 2017, LB327, section 35, is amended to read:

Sec. 35. AGENCY NO. 10 — AUDITOR OF PUBLIC ACCOUNTS

Program No. 525 - Cooperative Audits

	FY2017-18	FY2018-19
CASH FUND	2,042,767	2,125,582
PROGRAM TOTAL	2,042,767	2,125,582
~~CASH FUND~~	~~1,994,093~~	~~2,027,141~~

~~PROGRAM TOTAL~~	~~1,994,093~~	~~2,027,141~~
SALARY LIMIT	1,620,163	1,641,616

Sec. 35. Laws 2017, LB327, section 37, is amended to read:

Sec. 37. AGENCY NO. 11 — ATTORNEY GENERAL

Program No. 496 - Interstate Water Litigation

The unexpended General Fund appropriation balance existing on June 30, 2017, less $28,343, is hereby reappropriated.

The salary limit for this program shall be limited to the amount of the reappropriation.

Sec. 36. Laws 2017, LB327, section 38, is amended to read:

Sec. 38. AGENCY NO. 11 — ATTORNEY GENERAL

Program No. 507 - Interpretation and Application of Law

	FY2017-18	FY2018-19
GENERAL FUND	6,222,914	6,159,328
~~GENERAL FUND~~	~~6,349,912~~	~~6,415,967~~
CASH FUND	1,199,574	1,207,683
FEDERAL FUND est.	1,691,332	1,705,646
REVOLVING FUND	1,572,706	1,589,787
PROGRAM TOTAL	10,686,526	10,662,444
~~PROGRAM TOTAL~~	~~10,813,524~~	~~10,919,083~~
SALARY LIMIT	7,073,528	7,121,879

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 270 - Administration

No. 271 - Civil Bureau

No. 272 - Criminal Bureau

No. 273 - Legal Services Bureau

No. 274 - Public Protection Bureau

General Fund expenditures within program classification number 270 shall only be coded against budget subprogram 1.

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General Fund expenditures within program classification number 271 shall only be coded against budget subprogram 1. Revolving Fund expenditures within program classification number 271 shall only be coded against budget subprogram 4.

With the exception of the medicaid fraud control unit and crimes against children appropriations, all other General Fund expenditures within program classification number 272 shall only be coded against budget subprogram 1 and all other Federal Fund expenditures within program classification number 272 shall only be coded against budget subprogram 3.

All appropriations and expenditures for the medicaid fraud control unit within program classification number 272 shall only be coded against budget subprogram 5.

There is included in the appropriation to this program for FY2017-18 $80,000 General Funds and for FY2018-19 $80,000 General Funds, which appropriations shall only be administratively transferred to program classification number 272, and such appropriations shall only be expended from budget subprogram 6 as a separate and distinct budget subprogram and shall not be commingled with any other expenses, and such appropriations shall only be used to provide assistance for legal expenses incurred in prosecuting crimes against children by state and local prosecutors, including, but not limited to, expert witness costs, as determined by the Attorney General.

There is included in the appropriation to this program for FY2017-18 $50,000 General Funds and for FY2018-19 $50,000 General Funds, which appropriations shall only be administratively transferred to program classification number 272, and such appropriations shall only be expended from budget subprogram 7 as a separate and distinct budget subprogram and shall not be commingled with any other expenses, and such appropriations shall only be used to pay for child autopsy expenses, for legal expenses incurred in prosecuting crimes against children by state and local

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prosecutors, and for legal expenses incurred in prosecuting human trafficking crimes, including, but not limited to, expert witness costs, as determined by the Attorney General.

General Fund expenditures within program classification number 273 shall only be coded against budget subprogram 1. Revolving Fund expenditures within program classification number 273 shall only be coded against budget subprogram 4.

With the exception of water law division appropriations, all other General Fund expenditures for the public protection bureau within program classification number 274 shall only be coded against budget subprogram 1. General Fund expenditures for the water law division within program classification number 274 shall only be coded against budget subprogram 2. Cash Fund expenditures for motor vehicle fraud enforcement within program classification number 274 shall only be coded against budget subprogram 3.

There is included in the appropriation to this program for FY2017-18 $595,807 Cash Funds and for FY2018-19 $595,807 Cash Funds, which appropriations shall only be administratively transferred to program classification number 274, and such appropriations shall only be expended directly from the Nebraska Health Care Cash Fund from budget subprogram 4 for purposes of enforcing the tobacco settlement agreement.

The agency budget request submitted by the Attorney General for the 2019-2021 biennium for umbrella budget program number 507 shall be prepared and submitted at the detailed account level within the specified budget subprogram structure as required in this section.

Sec. 37. Laws 2017, LB327, section 39, is amended to read:

Sec. 39. AGENCY NO. 12 — STATE TREASURER

Program No. 24 - State Disbursement Unit

	FY2017-18	FY2018-19
GENERAL FUND	1,103,705	1,088,118
~~GENERAL FUND~~	~~1,126,230~~	~~1,133,456~~

CASH FUND	47,500	47,500
FEDERAL FUND est.	1,697,476	1,708,371
PROGRAM TOTAL	2,848,681	2,843,989
~~PROGRAM TOTAL~~	~~2,871,206~~	~~2,889,327~~
SALARY LIMIT	1,259,056	1,268,681

Sec. 38. Laws 2017, LB327, section 40, is amended to read:

Sec. 40. AGENCY NO. 12 — STATE TREASURER

Program No. 117 - Mutual Finance Assistance

	FY2017-18	FY2018-19
CASH FUND	4,000,000	3,600,000
PROGRAM TOTAL	4,000,000	3,600,000
~~CASH FUND~~	~~4,000,000~~	~~4,000,000~~
~~PROGRAM TOTAL~~	~~4,000,000~~	~~4,000,000~~

There is included in the appropriation to this program for FY2017-18 $4,000,000 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $3,600,000 ~~$4,000,000~~ Cash Funds for state aid, which shall only be used for such purpose.

Sec. 39. Laws 2017, LB327, section 45, is amended to read:

Sec. 45. AGENCY NO. 12 — STATE TREASURER

Program No. 659 - Long-Term Care Savings Program

	FY2017-18	FY2018-19
GENERAL FUND	22,295	-0-
PROGRAM TOTAL	22,295	-0-
~~GENERAL FUND~~	~~33,275~~	~~-0-~~
~~PROGRAM TOTAL~~	~~33,275~~	~~-0-~~
SALARY LIMIT	10,402	-0-

The unexpended General Fund appropriation balance existing on June 30, 2018, is not reappropriated.

Sec. 40. Laws 2017, LB327, section 49, is amended to read:

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Sec. 49. AGENCY NO. 13 — STATE DEPARTMENT OF EDUCATION

Program No. 25 - Education, Administration, and Support

	FY2017-18	FY2018-19
GENERAL FUND	15,533,504	15,332,675
~~GENERAL FUND~~	~~15,850,384~~	~~15,971,270~~
CASH FUND	1,532,782	1,540,973
FEDERAL FUND est.	23,820,543	23,987,576
~~FEDERAL FUND est.~~	~~23,595,543~~	~~23,762,576~~
REVOLVING FUND	204,728	204,728
PROGRAM TOTAL	41,091,557	41,065,952
~~PROGRAM TOTAL~~	~~41,183,437~~	~~41,479,547~~
SALARY LIMIT	14,412,915	14,521,868

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 25 - Commissioner's Office

No. 403 - Assessment/Report Card

No. 440 - Human Resources

No. 441 - Teaching and Learning

No. 442 - Communications

No. 443 - Network Education and Technology Services

No. 444 - Office of Early Childhood

No. 445 - Data, Research, Evaluation, and Information Technology

No. 446 - Adult Program Services

No. 447 - School Improvement/Accreditation

No. 448 - Diversity Populations: Special Education

No. 449 - Federal Programs

No. 450 - Select Department-wide Costs

No. 451 - Finance and Organization Services

There is included in the appropriation to this program for FY2017-18 $4,751,600 General Funds for statewide assessment and reporting, which

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shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $4,751,600 General Funds for statewide assessment and reporting, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $75,000 General Funds for the review of poverty and limited English proficiency plans, including at least $25,000 General Funds for performance auditing. There is included in the appropriation to this program for FY2018-19 $75,000 General Funds for the review of poverty and limited English proficiency plans, including at least $25,000 General Funds for performance auditing.

There is included in the appropriation to this program for FY2017-18 $10,000 General Funds and FY2018-19 $10,000 General Funds for the Educational Opportunity for Military Children Program.

There is included in the appropriation to this program for FY2017-18 $225,000 Federal Funds and for FY2018-19 $225,000 Federal Funds for the Nebraska Career Connections contract. It is the intent of the Legislature that the department bill the participating school districts and state agencies for the use of this service beginning July 1, 2019.

Sec. 41. Laws 2017, LB327, section 50, is amended to read:

Sec. 50. AGENCY NO. 13 — STATE DEPARTMENT OF EDUCATION

Program No. 158 - Education Aid

	FY2017-18	FY2018-19
GENERAL FUND	1,225,738,238	1,230,649,448
CASH FUND	4,264,283	3,790,938
~~GENERAL FUND~~	~~1,222,470,090~~	~~1,251,433,303~~
~~CASH FUND~~	~~3,790,938~~	~~3,790,938~~
FEDERAL FUND est.	312,630,674	312,630,674
PROGRAM TOTAL	1,542,633,195	1,547,071,060
~~PROGRAM TOTAL~~	~~1,538,891,702~~	~~1,567,854,915~~

There is included in the appropriation to this program for FY2017-18

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$1,225,738,238 ~~$1,222,470,090~~ General Funds, $4,264,283 ~~$3,790,938~~ Cash Funds, and $312,630,674 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $1,230,649,448 ~~$1,251,433,303~~ General Funds, $3,790,938 Cash Funds, and $312,630,674 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown for FY2017-18 $973,666,434 ~~$970,011,577~~ General Funds which are hereby appropriated to the Tax Equity and Educational Opportunities Fund, which fund is hereby appropriated to provide state aid to public school districts pursuant to the Tax Equity and Educational Opportunities Support Act. There is included in the amount shown for FY2018-19 $977,000,000 ~~$996,731,953~~ General Funds which are hereby appropriated to the Tax Equity and Educational Opportunities Fund, which fund is hereby appropriated to provide state aid to public school districts pursuant to the Tax Equity and Educational Opportunities Support Act.

There is included in the amount shown for this program $224,283,748 General Funds provided as state aid for FY2017-18 for special education reimbursement. There is included in the amount shown for this program $226,526,585 General Funds provided as state aid for FY2018-19 for special education reimbursement.

There is included in the amount shown for this program $456,190 ~~$465,500~~ General Funds provided as state aid for FY2017-18 and $446,880 ~~$465,500~~ General Funds provided as state aid for FY2018-19 to carry out the provisions of subsection (2) of section 79-734.

There is included in the amount shown for this program $9,970,377 ~~$10,173,854~~ General Funds provided as state aid for FY2017-18 and $9,766,900 ~~$10,173,854~~ General Funds provided as state aid for FY2018-19 for core services for educational service units.

There is included in the amount shown for this program $3,111,206 ~~$3,174,700~~ General Funds provided as state aid for FY2017-18 and

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$3,047,712 ~~$3,174,700~~ General Funds provided as state aid for FY2018-19 for technology infrastructure for educational service units.

There is included in the amount shown for this program $276,021 ~~$281,654~~ General Funds provided as state aid for FY2017-18 and $270,388 ~~$281,654~~ General Funds provided as state aid for FY2018-19 for distance education aid to educational service units.

There is included in the amount shown for this program $668,948 ~~$561,042~~ General Funds provided as state aid for FY2017-18 and $668,948 ~~$561,042~~ General Funds provided as state aid for FY2018-19 for the school breakfast program.

There is included in the amount shown for this program $384,191 ~~$392,032~~ General Funds provided as state aid for FY2017-18 and $376,351 ~~$392,032~~ General Funds provided as state aid for FY2018-19 for the school lunch program.

There is included in the amount shown for this program $128,200 ~~$130,000~~ General Funds provided as state aid for FY2017-18 and $126,400 ~~$130,000~~ General Funds provided as state aid for FY2018-19 for the Summer Food Service Program.

There is included in the amount shown for this program $210,371 ~~$214,664~~ General Funds provided as state aid for FY2017-18 and $206,077 ~~$214,664~~ General Funds provided as state aid for FY2018-19 for adult basic education programs.

There is included in the amount shown for this program $735,000 ~~$750,000~~ General Funds provided as state aid for FY2017-18 and $720,000 ~~$750,000~~ General Funds provided as state aid for FY2018-19 for aid to institutions offering high school equivalency programs.

There is included in the amount shown for this program $3,546,970 ~~$3,619,357~~ General Funds provided as state aid for FY2017-18 and $3,474,583 ~~$3,619,357~~ General Funds provided as state aid for FY2018-19 for early childhood education projects.

There is included in the amount shown for this program $4,900,000

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~~$5,000,000~~ General Funds provided as state aid for FY2017-18 and $4,800,000 ~~$5,000,000~~ General Funds provided as state aid for FY2018-19 for the Early Childhood Education Grant Program for at-risk children from birth to age three. It is the intent of the Legislature that a maximum of five percent of General Funds appropriated each fiscal year for the Early Childhood Education Grant Program for at-risk children from birth to age three may be used for evaluation and technical assistance.

There is included in the amount shown for this program $98,000 ~~$100,000~~ General Funds provided as state aid for FY2017-18 and $96,000 ~~$100,000~~ General Funds provided as state aid for FY2018-19 for scholarships for early childhood education providers.

There is included in the amount shown for this program $67,620 ~~$69,000~~ General Funds provided as state aid for FY2017-18 and $66,240 ~~$69,000~~ General Funds provided as state aid for FY2018-19 for incentive bonuses for providers of child care and early childhood education programs.

There is included in the amount shown for this program $392,000 ~~$400,000~~ General Funds provided as state aid for FY2017-18 and $384,000 ~~$400,000~~ General Funds provided as state aid for FY2018-19 for the Nurturing Healthy Behaviors program.

There is included in the amount shown for this program $500,000 General Funds provided as state aid for FY2017-18 and $470,000 ~~$500,000~~ General Funds provided as state aid for FY2018-19 for learning community aid.

There is included in the amount shown for this program $2,342,962 General Funds provided as state aid for FY2017-18 and $2,202,384 ~~$2,342,962~~ General Funds provided as state aid for FY2018-19 for programs for learners with high ability.

Sec. 42. Laws 2017, LB327, section 52, is amended to read:

Sec. 52. AGENCY NO. 13 — STATE DEPARTMENT OF EDUCATION

Program No. 351 - Vocational Rehabilitation

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	FY2017-18	FY2018-19
GENERAL FUND	5,066,923	5,279,297
~~GENERAL FUND~~	~~5,066,923~~	~~5,301,491~~
CASH FUND	500,000	500,000
FEDERAL FUND est.	23,965,916	25,936,743
PROGRAM TOTAL	29,532,839	31,716,040
~~PROGRAM TOTAL~~	~~29,532,839~~	~~31,738,234~~
SALARY LIMIT	11,699,711	11,784,472

There is included in the appropriation to this program for FY2017-18 $9,099 General Funds and $7,544,526 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $49,289 General Funds and $8,560,706 Federal Funds estimate for state aid, which shall only be used for such purpose.

It is the intent of the Legislature that the Division of Rehabilitation Services in the State Department of Education and the Division of Developmental Disabilities of the Department of Health and Human Services work collaboratively to focus on employment for individuals with disabilities and to maximize federal matching funds in compliance with the federal Workforce Innovation and Opportunity Act and the federal Home and Community-Based Services Final Rule.

The unexpended Cash Fund appropriation balance existing on June 30, 2017, up to $1,708,838, is hereby reappropriated.

Sec. 43. Laws 2017, LB327, section 54, is amended to read:

Sec. 54. AGENCY NO. 13 — STATE DEPARTMENT OF EDUCATION

Program No. 401 - Services for the Deaf and Hard of Hearing

	FY2017-18	FY2018-19
GENERAL FUND	2,002,534	1,961,858
~~GENERAL FUND~~	~~2,043,402~~	~~2,043,602~~
CASH FUND	2,965	2,965
PROGRAM TOTAL	2,005,499	1,964,823

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~~PROGRAM TOTAL~~	~~2,046,367~~	~~2,046,567~~
SALARY LIMIT	14,477	14,586

Sec. 44. Laws 2017, LB327, section 55, is amended to read:

Sec. 55. AGENCY NO. 13 — STATE DEPARTMENT OF EDUCATION

Program No. 402 - Nebraska Center for the Education of Children who are Blind or Visually Impaired

	FY2017-18	FY2018-19
GENERAL FUND	1,978,258	1,938,071
PROGRAM TOTAL	1,978,258	1,938,071
~~GENERAL FUND~~	~~2,018,631~~	~~2,018,824~~
~~PROGRAM TOTAL~~	~~2,018,631~~	~~2,018,824~~
SALARY LIMIT	14,361	14,469

Sec. 45. Laws 2017, LB327, section 57, is amended to read:

Sec. 57. AGENCY NO. 14 — PUBLIC SERVICE COMMISSION

Program No. 16 - Expenses, Constitutional Officers

	FY2017-18	FY2018-19
GENERAL FUND	67,206	60,729
PROGRAM TOTAL	67,206	60,729
~~GENERAL FUND~~	~~83,884~~	~~78,884~~
~~PROGRAM TOTAL~~	~~83,884~~	~~78,884~~

Sec. 46. Laws 2017, LB327, section 59, is amended to read:

Sec. 59. AGENCY NO. 14 — PUBLIC SERVICE COMMISSION

Program No. 54 - Enforcement of Standards - Common Carriers

	FY2017-18	FY2018-19
GENERAL FUND	1,746,023	1,735,808
~~GENERAL FUND~~	~~1,765,840~~	~~1,791,988~~
CASH FUND	41,809	42,366
PROGRAM TOTAL	1,787,832	1,778,174
SALARY LIMIT	1,161,709	1,170,778
~~PROGRAM TOTAL~~	~~1,807,649~~	~~1,834,354~~

~~SALARY LIMIT~~	~~1,146,209~~	~~1,155,278~~

Sec. 47. Laws 2017, LB327, section 62, is amended to read:

Sec. 62. AGENCY NO. 14 — PUBLIC SERVICE COMMISSION

Program No. 71 - Nebraska Internet Enhancement Fund

	FY2017-18	FY2018-19
CASH FUND	85,118	85,239
PROGRAM TOTAL	85,118	85,239
~~CASH FUND~~	~~60,118~~	~~60,239~~
~~PROGRAM TOTAL~~	~~60,118~~	~~60,239~~
SALARY LIMIT	5,491	5,532

There is included in the appropriation to this program for FY2017-18 $75,000 ~~$50,000~~ Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $75,000 ~~$50,000~~ Cash Funds for state aid, which shall only be used for such purpose.

Sec. 48. Laws 2017, LB327, section 68, is amended to read:

Sec. 68. AGENCY NO. 15 — BOARD OF PARDONS AND BOARD OF PAROLE

Program No. 358 - Board of Parole

	FY2017-18	FY2018-19
GENERAL FUND	6,513,538	6,816,069
~~GENERAL FUND~~	~~6,646,467~~	~~7,100,072~~
CASH FUND	455,873	455,873
PROGRAM TOTAL	6,969,411	7,271,942
~~PROGRAM TOTAL~~	~~7,102,340~~	~~7,555,945~~
SALARY LIMIT	3,357,262	3,381,515

The unexpended General Fund appropriation balance existing on June 30, 2017, less $52,091, is hereby reappropriated.

Sec. 49. Laws 2017, LB327, section 69, is amended to read:

Sec. 69. AGENCY NO. 16 — DEPARTMENT OF REVENUE

Program No. 102 - Revenue Administration

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	FY2017-18	FY2018-19
GENERAL FUND	24,615,910	24,126,678
~~GENERAL FUND~~	~~25,118,276~~	~~25,131,956~~
CASH FUND	1,955,343	1,978,511
PROGRAM TOTAL	26,571,253	26,105,189
~~PROGRAM TOTAL~~	~~27,073,619~~	~~27,110,467~~
SALARY LIMIT	16,784,414	16,911,297

There is included in the appropriation to this program for FY2017-18 $316,482 Cash Funds for staff necessary to audit and enforce provisions of the tobacco Master Settlement Agreement from the Nebraska Health Care Cash Fund. There is included in the appropriation to this program for FY2018-19 $316,482 Cash Funds for staff necessary to audit and enforce provisions of the tobacco Master Settlement Agreement from the Nebraska Health Care Cash Fund.

Sec. 50. Laws 2017, LB327, section 70, is amended to read:

Sec. 70. AGENCY NO. 16 — DEPARTMENT OF REVENUE

Program No. 108 - Homestead Exemption

	FY2017-18	FY2018-19
GENERAL FUND	81,300,000	84,100,000
PROGRAM TOTAL	81,300,000	84,100,000
~~GENERAL FUND~~	~~78,200,000~~	~~81,000,000~~
~~PROGRAM TOTAL~~	~~78,200,000~~	~~81,000,000~~

There is included in the appropriation to this program for FY2017-18 $81,300,000 ~~$78,200,000~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $84,100,000 ~~$81,000,000~~ General Funds for state aid, which shall only be used for such purpose.

Sec. 51. Laws 2017, LB327, section 71, is amended to read:

Sec. 71. AGENCY NO. 16 — DEPARTMENT OF REVENUE

Program No. 109 - Personal Property Tax Exemption

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	FY2017-18	FY2018-19
GENERAL FUND	13,900,000	14,200,000
PROGRAM TOTAL	13,900,000	14,200,000
~~GENERAL FUND~~	~~15,200,000~~	~~16,200,000~~
~~PROGRAM TOTAL~~	~~15,200,000~~	~~16,200,000~~

There is included in the appropriation to this program for FY2017-18 $13,900,000 ~~$15,200,000~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $14,200,000 ~~$16,200,000~~ General Funds for state aid, which shall only be used for such purpose.

Sec. 52. Laws 2017, LB327, section 73, is amended to read:

Sec. 73. AGENCY NO. 16 — DEPARTMENT OF REVENUE

Program No. 112 - Property Assessment

	FY2017-18	FY2018-19
GENERAL FUND	1,710,290	1,887,468
~~GENERAL FUND~~	~~1,745,194~~	~~1,966,113~~
CASH FUND	833,184	645,799
PROGRAM TOTAL	2,543,474	2,533,267
~~PROGRAM TOTAL~~	~~2,578,378~~	~~2,611,912~~
SALARY LIMIT	1,626,461	1,639,091

Sec. 53. Laws 2017, LB327, section 82, is amended to read:

Sec. 82. AGENCY NO. 18 — DEPARTMENT OF AGRICULTURE

Program No. 78 - Department of Agriculture

	FY2017-18	FY2018-19
GENERAL FUND	6,014,367	5,950,103
~~GENERAL FUND~~	~~6,137,109~~	~~6,198,024~~
CASH FUND	7,833,466	7,966,565
FEDERAL FUND est.	4,260,234	4,282,715
REVOLVING FUND	653,930	671,278
PROGRAM TOTAL	18,761,997	18,870,661

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~~PROGRAM TOTAL~~	~~18,884,739~~	~~19,118,582~~
SALARY LIMIT	8,354,182	8,429,797

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 27 - Shared Services

No. 57 - Food Safety and Consumer Protection

No. 63 - Animal and Plant Health Protection

No. 564 - Ag Promotion and Development

There is included in the appropriation to this program for FY2017-18 $465,500 ~~$475,000~~ General Funds and $420,000 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $456,000 ~~$475,000~~ General Funds and $420,000 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 54. Laws 2017, LB327, section 85, is amended to read:

Sec. 85. AGENCY NO. 21 — STATE FIRE MARSHAL

Program No. 193 - Public Protection

	FY2017-18	FY2018-19
GENERAL FUND	3,079,706	3,135,744
~~GENERAL FUND~~	~~3,142,557~~	~~3,266,400~~
CASH FUND	1,875,843	1,911,683
FEDERAL FUND est.	440,790	445,344
PROGRAM TOTAL	5,396,339	5,492,771
SALARY LIMIT	3,249,325	3,318,447
~~PROGRAM TOTAL~~	~~5,459,190~~	~~5,623,427~~
~~SALARY LIMIT~~	~~3,249,325~~	~~3,318,447~~

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 225 - General Operations

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No. 226 - Pipeline Safety

No. 227 - Underground Storage Tanks

No. 229 - Cigarette Ignition Propensity Testing

There is included in the appropriation to this program for FY2017-18 $55,000 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $55,000 Federal Funds estimate for state aid, which shall only be used for such purpose. If federal restrictions prevent using these Federal Funds for state aid, the State Fire Marshal may reallocate available funds in the Underground Storage Tank Fund to provide state aid payments to the affected political subdivisions.

There is included in the appropriation to this program for FY2017-18 $20,000 Cash Funds for fireworks testing, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $20,000 Cash Funds for fireworks testing, which shall only be used for such purpose.

Sec. 55. Laws 2017, LB327, section 86, is amended to read:

Sec. 86. AGENCY NO. 21 — STATE FIRE MARSHAL

Program No. 340 - Training Division

	FY2017-18	FY2018-19
GENERAL FUND	850,202	843,390
~~GENERAL FUND~~	~~867,553~~	~~878,531~~
CASH FUND	22,004	22,004
PROGRAM TOTAL	872,206	865,394
~~PROGRAM TOTAL~~	~~889,557~~	~~900,535~~
SALARY LIMIT	483,362	487,135

Sec. 56. Laws 2017, LB327, section 87, is amended to read:

Sec. 87. AGENCY NO. 21 — STATE FIRE MARSHAL

Program No. 845 - Nebraska Public Safety Communication System

	FY2017-18	FY2018-19
GENERAL FUND	133,936	108,670

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~~GENERAL FUND~~	~~136,669~~	~~113,198~~
CASH FUND	79,981	71,734
PROGRAM TOTAL	213,917	180,404
~~PROGRAM TOTAL~~	~~216,650~~	~~184,932~~

Sec. 57. Laws 2017, LB327, section 92, is amended to read:

Sec. 92. AGENCY NO. 23 — DEPARTMENT OF LABOR

Program No. 194 - Division for Protection of People and Property

	FY2017-18	FY2018-19
GENERAL FUND	624,148	609,288
~~GENERAL FUND~~	~~636,886~~	~~634,675~~
CASH FUND	1,853,069	1,810,549
FEDERAL FUND est.	682,337	682,337
PROGRAM TOTAL	3,159,554	3,102,174
~~PROGRAM TOTAL~~	~~3,172,292~~	~~3,127,561~~
SALARY LIMIT	1,637,904	1,652,264

There is included in the Cash Fund appropriation to this program for FY2017-18 $-0- from the Contractor and Professional Employer Organization Registration Cash Fund to employ a bilingual investigator for enforcement of the Employee Classification Act. There is included in the Cash Fund appropriation to this program for FY2018-19 $-0- from the Contractor and Professional Employer Organization Registration Cash Fund to employ a bilingual investigator for enforcement of the Employee Classification Act.

Sec. 58. Laws 2017, LB327, section 96, is amended to read:

Sec. 96. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 33 - Administration

	FY2017-18	FY2018-19
GENERAL FUND	135,264,484	135,640,291
~~GENERAL FUND~~	~~137,519,858~~	~~140,254,358~~
CASH FUND	26,471,999	26,607,533

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FEDERAL FUND est.	320,862,298	308,500,737
PROGRAM TOTAL	482,598,781	470,748,561
~~PROGRAM TOTAL~~	~~484,854,155~~	~~475,362,628~~
SALARY LIMIT	153,784,867	153,834,679

(1) The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 261 - General Operations

No. 262 - Public Health Administration

No. 263 - Medicaid and Long-Term Care Administration

No. 264 - Children and Family Services Administration

No. 265 - Protection and Safety

No. 266 - Economic and Family Support

No. 267 - Developmental Disabilities Service Coordination

No. 268 - Behavioral Health Administration

No. 269 - Developmental Disabilities Administration

(2) There is included in the appropriation to this program for FY2017-18 $13,688 Cash Funds for regulatory support for out-of-hospital emergency care providers licensing from the Nebraska Health Care Cash Fund. There is included in the appropriation to this program for FY2018-19 $13,688 Cash Funds for regulatory support for out-of-hospital emergency care providers licensing from the Nebraska Health Care Cash Fund.

(3) There is included in the appropriation to this program for FY2017-18 $26,000 Cash Funds from the Nebraska Health Care Cash Fund to continue the Parkinson's Disease Registry. There is included in the appropriation to this program for FY2018-19 $26,000 Cash Funds from the Nebraska Health Care Cash Fund to continue the Parkinson's Disease Registry.

(4) There is included in the appropriation to this program $404,643 Cash Funds for FY2017-18 and $404,643 Cash Funds for FY2018-19 from the

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Nebraska Health Care Cash Fund for respite services in each of the service areas designated by the Department of Health and Human Services and for administrative costs, including personnel costs, associated with the Nebraska Lifespan Respite Services Program.

(5) There is included in the appropriation to this program for FY2017-18 $6,000 Cash Funds from the Nebraska Health Care Cash Fund for costs of smoking cessation covered by medicaid. There is included in the appropriation to this program for FY2018-19 $6,000 Cash Funds from the Nebraska Health Care Cash Fund for costs of smoking cessation covered by medicaid.

(6) It is the intent of the Legislature that the Department of Health and Human Services shall provide quarterly status reports electronically on the replacement of the Medicaid Medical Information System (MMIS).

(7) There is included in the appropriation to this program for FY2017-18 $1,000,000 General Funds for the electronic records initiative, to be used only for this purpose. There is included in the appropriation to this program for FY2018-19 $1,000,000 General Funds for the electronic records initiative, to be used only for this purpose.

(8) There is included in the appropriation to this program for FY2017-18 $220,000 Cash Funds to operate a satellite office of minority health in the second and third congressional districts to coordinate and administer state policy relating to minority health from the Nebraska Health Care Cash Fund. There is included in the appropriation to this program for FY2018-19 $220,000 Cash Funds to operate a satellite office of minority health in the second and third congressional districts to coordinate and administer state policy relating to minority health from the Nebraska Health Care Cash Fund.

(9) There is included in the appropriation to this program for FY2017-18 $100,000 Cash Funds for staff and operating expenses for public health from the Nebraska Health Care Cash Fund. There is included in the

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appropriation to this program for FY2018-19 $100,000 Cash Funds for staff and operating expenses for public health from the Nebraska Health Care Cash Fund.

Sec. 59. Laws 2017, LB327, section 97, is amended to read:

Sec. 97. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 38 - Behavioral Health Aid

	FY2017-18	FY2018-19
GENERAL FUND	72,099,091	71,872,571
~~GENERAL FUND~~	~~72,243,240~~	~~72,243,240~~
CASH FUND	13,699,660	13,699,660
FEDERAL FUND est.	10,504,971	10,504,971
PROGRAM TOTAL	96,303,722	96,077,202
~~PROGRAM TOTAL~~	~~96,447,871~~	~~96,447,871~~

There is included in the appropriation to this program for FY2017-18 $72,099,091 ~~$72,243,240~~ General Funds, $13,699,660 Cash Funds, and $10,504,971 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $71,872,571 ~~$72,243,240~~ General Funds, $13,699,660 Cash Funds, and $10,504,971 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown as Cash Fund aid in this program $6,500,000 Cash Funds for FY2017-18 and $6,500,000 Cash Funds for FY2018-19 from the Nebraska Health Care Cash Fund to be used for community-based mental health and substance abuse services, including intermediate-level residential mental health services. It is the intent of the Legislature that these funds shall be distributed to each of the six behavioral health regions based upon a formula determined by the Department of Health and Human Services.

There is included in the amount shown as Cash Fund aid in this program $2,599,660 Cash Funds for FY2017-18 and $2,599,660 Cash Funds for FY2018-19 from the Nebraska Health Care Cash Fund to be used for rates

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paid to providers of mental health and substance abuse services.

There is included in the amount shown as Cash Fund aid in this program $1,500,000 Cash Funds for FY2017-18 and $1,500,000 Cash Funds for FY2018-19 from the Nebraska Health Care Cash Fund to be used for the cost of maintenance and treatment of persons in emergency protective custody under the Nebraska Mental Health Commitment Act.

Sec. 60. Laws 2017, LB327, section 98, is amended to read:

Sec. 98. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 175 - Rural Health Provider Incentive Program

	FY2017-18	FY2018-19
GENERAL FUND	694,904	680,723
CASH FUND	2,256,815	2,256,815
FEDERAL FUND est.	-0-	300,000
PROGRAM TOTAL	2,951,719	3,237,538
~~GENERAL FUND~~	~~709,086~~	~~709,086~~
~~CASH FUND~~	~~2,056,815~~	~~2,056,815~~
~~PROGRAM TOTAL~~	~~2,765,901~~	~~2,765,901~~

There is included in the appropriation to this program for FY2017-18 $694,904 ~~$709,086~~ General Funds and $2,256,815 ~~$2,056,815~~ Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $680,723 ~~$709,086~~ General Funds, $2,256,815 ~~and $2,056,815~~ Cash Funds, and $300,000 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 61. Laws 2017, LB327, section 100, is amended to read:

Sec. 100 AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 178 - Professional Licensure

	FY2017-18	FY2018-19
GENERAL FUND	55,738	55,738
~~GENERAL FUND~~	~~104,912~~	~~104,912~~
CASH FUND	7,121,016	7,184,274
PROGRAM TOTAL	7,176,754	7,240,012

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~~PROGRAM TOTAL~~	~~7,225,928~~	~~7,289,186~~
SALARY LIMIT	3,057,981	3,080,992

Sec. 62. Laws 2017, LB327, section 101, is amended to read:

Sec. 101. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 250 - Juvenile Services Operations

	FY2017-18	FY2018-19
GENERAL FUND	21,789,549	22,536,231
~~GENERAL FUND~~	~~22,349,549~~	~~22,652,972~~
CASH FUND	1,106,866	1,124,985
FEDERAL FUND est.	770,917	831,688
PROGRAM TOTAL	23,667,332	24,492,904
~~PROGRAM TOTAL~~	~~24,227,332~~	~~24,609,645~~
SALARY LIMIT	13,661,053	13,805,090

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 315 - Office of Juvenile Services

No. 345 - Juvenile Community-Based Services

No. 371 - Youth Rehabilitation and Treatment Center-Geneva

No. 374 - Youth Rehabilitation and Treatment Center-Kearney

There is included in the appropriation to this program for FY2017-18 $1,000,000 Cash Funds for mental health services to juvenile offenders under section 43-407 from the Nebraska Health Care Cash Fund. There is included in the appropriation to this program for FY2018-19 $1,000,000 Cash Funds for mental health services to juvenile offenders under section 43-407 from the Nebraska Health Care Cash Fund.

Sec. 63. Laws 2017, LB327, section 102, is amended to read:

Sec. 102. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 344 - Children's Health Insurance

	FY2017-18	FY2018-19

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GENERAL FUND	3,663,940	6,208,871
~~GENERAL FUND~~	~~6,163,940~~	~~6,208,871~~
CASH FUND	7,085,700	7,085,700
FEDERAL FUND est.	102,895,262	104,533,970
PROGRAM TOTAL	113,644,902	117,828,541
~~PROGRAM TOTAL~~	~~116,144,902~~	~~117,828,541~~

There is included in the appropriation to this program for FY2017-18 $3,663,940 ~~$6,163,940~~ General Funds, $7,085,700 Cash Funds, and $102,895,262 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $6,208,871 General Funds, $7,085,700 Cash Funds, and $104,533,970 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $6,835,700 Cash Funds for state aid from the Nebraska Health Care Cash Fund. There is included in the appropriation to this program for FY2018-19 $6,835,700 Cash Funds for state aid from the Nebraska Health Care Cash Fund.

There is included in the amount shown as aid for this program for FY2017-18 up to $250,000 Cash Funds and for FY2018-19 up to $250,000 Cash Funds from the Health and Human Services Cash Fund for the state match for utilization of the unused administrative cap as allowed under the Children's Health Insurance Program for payments to the Nebraska Regional Poison Center funded through the University of Nebraska Medical Center. The match is from Cash Funds transferred from the University of Nebraska Medical Center.

It is the intent of the Legislature that phased-down state contributions to the federal government as defined and required by the federal Medicare Prescription Drug, Improvement, and Modernization Act of 2003 may be made from appropriations to this program.

Sec. 64. Laws 2017, LB327, section 103, is amended to read:

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Sec. 103. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 347 - Public Assistance

	FY2017-18	FY2018-19
GENERAL FUND	93,988,027	94,994,043
~~GENERAL FUND~~	~~104,794,067~~	~~104,794,067~~
CASH FUND	3,560,000	3,560,000
FEDERAL FUND est.	110,125,004	110,125,004
PROGRAM TOTAL	207,673,031	208,679,047
~~PROGRAM TOTAL~~	~~218,479,071~~	~~218,479,071~~

There is included in the appropriation to this program for FY2017-18 $93,988,027 ~~$104,794,067~~ General Funds, $3,560,000 Cash Funds, and $110,125,004 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $94,994,043 ~~$104,794,067~~ General Funds, $3,560,000 Cash Funds, and $110,125,004 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown as aid for this program for FY2017-18 $810,000 Cash Funds from the Nebraska Health Care Cash Fund to aid in carrying out the Nebraska Lifespan Respite Services Program and to provide payment to caregivers to purchase services under the respite subsidy program. There is included in the amount shown as aid for this program for FY2018-19 $810,000 Cash Funds from the Nebraska Health Care Cash Fund to aid in carrying out the Nebraska Lifespan Respite Services Program and to provide payment to caregivers to purchase services under the respite subsidy program.

Sec. 65. Laws 2017, LB327, section 104, is amended to read:

Sec. 104. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 348 - Medical Assistance

	FY2017-18	FY2018-19
GENERAL FUND	835,565,260	850,012,184
~~GENERAL FUND~~	~~833,065,260~~	~~837,224,033~~

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CASH FUND	46,851,581	46,851,581
FEDERAL FUND est.	1,143,123,143	1,174,464,419
PROGRAM TOTAL	2,025,539,984	2,071,328,184
~~FEDERAL FUND est.~~	~~1,143,123,143~~	~~1,189,442,647~~
~~PROGRAM TOTAL~~	~~2,023,039,984~~	~~2,073,518,261~~

There is included in the appropriation to this program for FY2017-18 $835,565,260 ~~$833,065,260~~ General Funds, $46,851,581 Cash Funds, and $1,143,123,143 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $850,012,184 ~~$837,224,033~~ General Funds, $46,851,581 Cash Funds, and $1,174,464,419 ~~$1,189,442,647~~ Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown as aid for this program for FY2017-18 $4,765,896 Cash Funds for the continuation of the behavioral health provider rate increase and behavioral health provider rate increase for managed care, inpatient services, and residential treatment services provided with funds from the Nebraska Health Care Cash Fund. There is included in the amount shown as aid for this program for FY2018-19 $4,765,896 Cash Funds for the continuation of the behavioral health provider rate increase and behavioral health provider rate increase for managed care, inpatient services, and residential treatment services provided with funds from the Nebraska Health Care Cash Fund.

There is included in the amount shown as aid for this program for FY2017-18 $450,000 Cash Funds from the Nebraska Health Care Cash Fund for a state plan amendment covering tobacco-use cessation in compliance with Title XIX of the federal Social Security Act. There is included in the amount shown as aid for this program for FY2018-19 $450,000 Cash Funds from the Nebraska Health Care Cash Fund for a state plan amendment covering tobacco-use cessation in compliance with Title XIX of the federal Social Security Act. The smoking cessation funding for FY2017-18 and FY2018-19 is for the costs of tobacco-use cessation counseling and

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tobacco-use cessation pharmaceuticals approved by the federal Food and Drug Administration for such purpose.

There is included in the appropriation to this program for FY2017-18 $5,067,237 Cash Funds from funds transferred from the University of Nebraska Medical Center and an estimated $5,456,619 Federal Funds for supplemental payments to Nebraska Medicine. There is included in the appropriation to this program for FY2018-19 $5,549,744 Cash Funds from funds transferred from the University of Nebraska Medical Center and an estimated $6,083,888 Federal Funds for supplemental payments to Nebraska Medicine, for payments as allowed and approved by the Medicaid State Plan Amendment by the Centers for Medicare and Medicaid Services.

There is included in the appropriation to this program for FY2017-18 $2,600,000 General Funds and $2,859,891 Federal Funds for rebasing rates by three percent for hospitals paid under the prospective payment system. There is included in the appropriation to this program for FY2018-19 $2,600,000 General Funds and $2,962,687 Federal Funds for rebasing rates by three percent for hospitals paid under the prospective payment system.

It is the intent of the Legislature that phased-down state contributions to the federal government as defined and required by the federal Medicare Prescription Drug, Improvement, and Modernization Act of 2003 may be made from appropriations to this program.

The chief executive officer of the Department of Health and Human Services may certify to the budget administrator of the budget division of the Department of Administrative Services FY2017-18 and FY2018-19 unexpended appropriation balances for Medical Assistance, Program No. 348, available to transfer to Developmental Disabilities Aid, Program No. 424, to be used only to maintain individuals with an intellectual or developmental disability in a medicaid program that best serves their needs at a cost that does not exceed the cost of services provided in an institution. The budget administrator of the budget division of the Department of Administrative Services shall administratively transfer

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during FY2017-18 and FY2018-19 available appropriations as certified by the chief executive officer of the Department of Health and Human Services from Medical Assistance, Program No. 348, to Developmental Disabilities Aid, Program No. 424.

It is the intent of the Legislature that the Division of Rehabilitation Services in the State Department of Education and the Division of Developmental Disabilities of the Department of Health and Human Services work collaboratively to focus on employment for individuals with disabilities and to maximize federal matching funds in compliance with the federal Workforce Innovation and Opportunity Act and the federal Home and Community-Based Services Final Rule.

Sec. 66. Laws 2017, LB327, section 106, is amended to read:

Sec. 106. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 354 - Child Welfare Aid

	FY2017-18	FY2018-19
GENERAL FUND	190,749,126	197,071,388
CASH FUND	2,734,444	17,734,444
~~GENERAL FUND~~	~~166,067,300~~	~~166,067,300~~
~~CASH FUND~~	~~2,734,444~~	~~2,734,444~~
FEDERAL FUND est.	29,352,073	29,352,073
PROGRAM TOTAL	222,835,643	244,157,905
~~PROGRAM TOTAL~~	~~198,153,817~~	~~198,153,817~~

There is included in the appropriation to this program for FY2017-18 $190,749,126 ~~$166,067,300~~ General Funds, $2,734,444 Cash Funds, and $29,352,073 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $197,071,388 ~~$166,067,300~~ General Funds, $17,734,444 ~~$2,734,444~~ Cash Funds, and $29,352,073 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown as aid for this program for FY2017-18 $2,734,444 Cash Funds from the Nebraska Health Care Cash Fund

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for the continuation of the behavioral health provider rate increase. There is included in the amount shown as aid for this program for FY2018-19 $2,734,444 Cash Funds from the Nebraska Health Care Cash Fund for the continuation of the behavioral health provider rate increase.

Sec. 67. Laws 2017, LB327, section 107, is amended to read:

Sec. 107. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 359 - Bridge to Independence

	FY2017-18	FY2018-19
GENERAL FUND	1,784,760	1,785,961
~~GENERAL FUND~~	~~1,784,760~~	~~1,787,085~~
FEDERAL FUND est.	1,943,641	1,954,990
PROGRAM TOTAL	3,728,401	3,740,951
~~PROGRAM TOTAL~~	~~3,728,401~~	~~3,742,075~~
SALARY LIMIT	813,274	820,002

Sec. 68. Laws 2017, LB327, section 108, is amended to read:

Sec. 108. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 365 - Mental Health Operations

	FY2017-18	FY2018-19
GENERAL FUND	56,308,657	57,585,143
~~GENERAL FUND~~	~~56,904,953~~	~~57,996,887~~
CASH FUND	4,490,880	4,303,578
FEDERAL FUND est.	5,820,186	5,821,692
PROGRAM TOTAL	66,619,723	67,710,413
~~PROGRAM TOTAL~~	~~67,216,019~~	~~68,122,157~~
SALARY LIMIT	38,883,254	39,324,981

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 361 - Hastings Regional Center

No. 363 - Lincoln Regional Center

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No. 379 - Evaluation and Screening - Community-Based Residential Services

No. 870 - Norfolk Sex Offender Treatment

Sec. 69. Laws 2017, LB327, section 109, is amended to read:

Sec. 109. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 421 - Beatrice State Developmental Center

	FY2017-18	FY2018-19
GENERAL FUND	13,984,233	16,524,912
~~GENERAL FUND~~	~~16,484,233~~	~~16,674,185~~
CASH FUND	2,711,482	2,711,482
FEDERAL FUND est.	22,159,326	19,943,988
PROGRAM TOTAL	38,855,041	39,180,382
~~FEDERAL FUND est.~~	~~19,659,326~~	~~19,943,988~~
~~PROGRAM TOTAL~~	~~38,855,041~~	~~39,329,655~~
SALARY LIMIT	23,764,773	23,927,821

The chief executive officer of the Department of Health and Human Services shall certify to the budget administrator of the budget division of the Department of Administrative Services the FY2017-18 and FY2018-19 unexpended appropriation balances for the Beatrice State Developmental Center, Program 421, which are available to transition and maintain persons transferred from the Beatrice State Developmental Center to community-based developmental disability or other services. The budget administrator of the budget division of the Department of Administrative Services shall administratively transfer during FY2017-18 and FY2018-19 available unexpended appropriation balances as certified by the chief executive officer of the Department of Health and Human Services from the Beatrice State Developmental Center, Program 421, to Developmental Disability Aid, Program 424, and Medical Assistance, Program 348.

Sec. 70. Laws 2017, LB327, section 110, is amended to read:

Sec. 110. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 424 - Developmental Disability Aid

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	FY2017-18	FY2018-19
GENERAL FUND	149,225,944	150,279,443
~~GENERAL FUND~~	~~149,225,944~~	~~148,089,366~~
CASH FUND	6,312,000	6,312,000
PROGRAM TOTAL	155,537,944	156,591,443
~~PROGRAM TOTAL~~	~~155,537,944~~	~~154,401,366~~

There is included in the appropriation to this program for FY2017-18 $149,225,944 General Funds and $6,312,000 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $150,279,443 ~~$148,089,366~~ General Funds and $6,312,000 Cash Funds for state aid, which shall only be used for such purpose.

There is included in the amount shown as Cash Fund aid in this program for FY2017-18 $5,000,000 Cash Funds and for FY2018-19 $5,000,000 Cash Funds from the Nebraska Health Care Cash Fund to be used for services for persons with developmental disabilities (1) who were on the waiting list for such services prior to July 1, 2001, and began receiving such services on and after such date and (2) who are on the waiting list for such services on and after July 1, 2017, beginning with those who have been on the waiting list for the greatest length of time past their date of need.

There is included in the amount shown as General Fund aid in this program for FY2017-18 $1,697,234 General Funds to serve individuals on the waiting list for developmental disability services, which shall only be used for such purpose. There is included in the amount shown as General Fund aid in this program for FY2018-19 $3,474,752 General Funds to serve individuals on the waiting list for developmental disability services, which shall only be used for such purpose.

Sec. 71. Laws 2017, LB327, section 112, is amended to read:

Sec. 112. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 514 - Health Aid

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	FY2017-18	FY2018-19
GENERAL FUND	6,157,091	6,151,907
~~GENERAL FUND~~	~~6,192,491~~	~~6,192,491~~
CASH FUND	11,745,817	11,745,817
FEDERAL FUND est.	54,042,225	54,042,225
PROGRAM TOTAL	71,945,133	71,939,949
~~PROGRAM TOTAL~~	~~71,980,533~~	~~71,980,533~~

There is included in the appropriation to this program for FY2017-18 $6,157,091 ~~$6,192,491~~ General Funds, $11,745,817 Cash Funds, and $54,042,225 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $6,151,907 ~~$6,192,491~~ General Funds, $11,745,817 Cash Funds, and $54,042,225 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown as aid for this program $653,759 General Funds for FY2017-18 and $653,759 General Funds for FY2018-19, which shall only be used for the following purposes: Reimbursement for the provision of pap smears, colposcopy, cervical biopsy, cryotherapy, loop electrosurgical excision procedure (LEEP), and such other treatments and procedures as may be developed for the followup of abnormal pap smears; the diagnosis and treatment of sexually transmitted diseases, including, but not limited to, chlamydia, gonorrhea, HPV (genital warts), and herpes; and associated laboratory and equipment costs and staff training costs relating to the use of colposcopy equipment. None of the General Funds provided under this program shall be used to perform or facilitate the performance of abortion or to counsel or refer for abortion.

Pursuant to the requirement of 42 U.S.C. 300a-6 that no funds disbursed under the Federal Title X Program are to be used in programs where abortion is a method of family planning, none of the funds disbursed under such program shall be paid or granted to an organization

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that performs, assists with the performance of, provides directive counseling in favor of, or refers for abortion. An otherwise qualified organization shall not be disqualified from receipt of these funds because of its affiliation with an organization that performs, assists with the performance of, provides directive counseling in favor of, or refers for abortion, provided that the affiliated organization is objectively independent of the qualified organization. Objective independence includes, but is not limited to, legal, physical, and financial separation between the affiliated organization and the qualified organization.

There is included in the amount shown as aid in this program for FY2017-18 $484,750 General Funds for Citizen Advocacy. There is included in the amount shown as aid in this program for FY2018-19 $484,750 General Funds for Citizen Advocacy.

There is included in the amount shown as aid for this program for FY2017-18 $200,000 Cash Funds from the Nebraska Health Care Cash Fund for the Poison Control Center at the University of Nebraska Medical Center, which shall only be used by the medical center for the Poison Control Center. There is included in the amount shown as aid for this program for FY2018-19 $200,000 Cash Funds from the Nebraska Health Care Cash Fund for the Poison Control Center at the University of Nebraska Medical Center, which shall only be used by the medical center for the Poison Control Center.

There is included in the amount shown as aid for this program for FY2017-18 $250,000 Cash Funds from the Nebraska Health Care Cash Fund for the Medical Cannabidiol Pilot Study at the University of Nebraska Medical Center, which shall only be used by the medical center for the Medical Cannabidiol Pilot Study. There is included in the amount shown as aid for this program for FY2018-19 $250,000 Cash Funds from the Nebraska Health Care Cash Fund for the Medical Cannabidiol Pilot Study at the University of Nebraska Medical Center, which shall only be used by the medical

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center for the Medical Cannabidiol Pilot Study. The unexpended balance existing on June 30, 2018, and June 30, 2019, is hereby reappropriated.

There is included in the amount shown as aid for this program for FY2017-18 $1,100,000 General Funds for evidence-based early intervention home visitation programs. There is included in the amount shown as aid for this program for FY2018-19 $1,100,000 General Funds for evidence-based early intervention home visitation programs.

There is included in the amount shown as aid for this program for FY2017-18 up to $100,000 General Funds to contract with the University of Nebraska Medical Center for the Nebraska Perinatal Quality Improvement Collaborative. There is included in the amount shown as aid for this program for FY2018-19 up to $100,000 General Funds to contract with the University of Nebraska Medical Center for the Nebraska Perinatal Quality Improvement Collaborative.

There is included in the amount shown as aid for this program for FY2017-18 up to $294,600 ~~$300,000~~ General Funds to contract for services for implementation of a statewide drug disposal project. There is included in the amount shown as aid for this program for FY2018-19 up to $289,416 ~~$300,000~~ General Funds to contract for services for implementation of a statewide drug disposal project.

There is included in the amount shown as aid for this program for FY2017-18 up to $292,000 General Funds for tuition reimbursement for emergency medical services responders' initial and ongoing training. There is included in the amount shown as aid for this program for FY2018-19 up to $292,000 General Funds for tuition reimbursement for emergency medical services responders' initial and ongoing training.

Sec. 72. Laws 2017, LB327, section 116, is amended to read:

Sec. 116. AGENCY NO. 25 — DEPARTMENT OF HEALTH AND HUMAN SERVICES

Program No. 621 - Stem Cell Research

	FY2017-18	FY2018-19
CASH FUND	450,000	450,000

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PROGRAM TOTAL	450,000	450,000
SALARY LIMIT	13,500	13,500

There is included in the appropriation to this program for FY2017-18 $425,000 ~~$435,000~~ Cash Funds for state aid, ~~from the Nebraska Health Care Cash Fund,~~ which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $425,000 ~~$435,000~~ Cash Funds for state aid, ~~from the Nebraska Health Care Cash Fund,~~ which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $435,000 Cash Funds from the Nebraska Health Care Cash Fund. There is included in the appropriation to this program for FY2018-19 $435,000 Cash Funds from the Nebraska Health Care Cash Fund.

Sec. 73. Laws 2017, LB327, section 125, is amended to read:

Sec. 125. AGENCY NO. 28 — DEPARTMENT OF VETERANS' AFFAIRS

Program No. 36 - Departmental Administration

	FY2017-18	FY2018-19
GENERAL FUND	1,845,202	1,860,312
CASH FUND	418,587	417,142
FEDERAL FUND est.	660,582	658,304
PROGRAM TOTAL	2,924,371	2,935,758
SALARY LIMIT	1,736,731	1,754,497
~~GENERAL FUND~~	~~2,256,530~~	~~2,313,933~~
~~CASH FUND~~	~~640,000~~	~~640,000~~
~~FEDERAL FUND est.~~	~~1,010,000~~	~~1,010,000~~
~~PROGRAM TOTAL~~	~~3,906,530~~	~~3,963,933~~
~~SALARY LIMIT~~	~~2,448,665~~	~~2,471,770~~

Sec. 74. Laws 2017, LB327, section 126, is amended to read:

Sec. 126. AGENCY NO. 28 — DEPARTMENT OF VETERANS' AFFAIRS

Program No. 37 - Veterans' Cemeteries

	FY2017-18	FY2018-19

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GENERAL FUND	12,527	179,973
~~GENERAL FUND~~	~~12,783~~	~~187,472~~
CASH FUND	295,557	125,557
PROGRAM TOTAL	308,084	305,530
~~PROGRAM TOTAL~~	~~308,340~~	~~313,029~~
SALARY LIMIT	151,752	152,872

Sec. 75. Laws 2017, LB327, section 128, is amended to read:

Sec. 128. AGENCY NO. 29 — DEPARTMENT OF NATURAL RESOURCES

Program No. 304 - Nebraska Soil and Water Conservation Fund

	FY2017-18	FY2018-19
GENERAL FUND	1,843,740	1,806,112
~~GENERAL FUND~~	~~1,881,367~~	~~1,881,367~~
CASH FUND	50,000	50,000
PROGRAM TOTAL	1,893,740	1,856,112
~~PROGRAM TOTAL~~	~~1,931,367~~	~~1,931,367~~

The unexpended General Fund appropriation balance existing on June 30, 2017, is hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $1,843,740 ~~$1,881,367~~ General Funds, any reappropriated amounts, and $50,000 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $1,806,112 ~~$1,881,367~~ General Funds, any reappropriated amounts, and $50,000 Cash Funds for state aid, which shall only be used for such purpose.

Sec. 76. Laws 2017, LB327, section 130, is amended to read:

Sec. 130. AGENCY NO. 29 — DEPARTMENT OF NATURAL RESOURCES

Program No. 307 - Nebraska Resources Development Fund

	FY2017-18	FY2018-19
GENERAL FUND	3,077,518	3,014,712
~~GENERAL FUND~~	~~3,140,325~~	~~3,140,325~~

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CASH FUND	47,500	47,500
PROGRAM TOTAL	3,125,018	3,062,212
~~PROGRAM TOTAL~~	~~3,187,825~~	~~3,187,825~~

The unexpended General Fund and Cash Fund appropriation balances existing on June 30, 2017, are hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $3,077,518 ~~$3,140,325~~ General Funds, any reappropriated amounts, and $47,500 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $3,014,712 ~~$3,140,325~~ General Funds, any reappropriated amounts, and $47,500 Cash Funds for state aid, which shall only be used for such purpose.

The appropriation to this program for state aid shall first be utilized for projects which have been allocated funds but for which only a portion of the allocation has been actually obligated. The total amount of funds allocated for projects less the amounts obligated for such projects shall not exceed $18,500,000. The definitions of the terms allocated and obligated shall be based on the terminology utilized by the Department of Natural Resources in the Nebraska Resources Development Fund Status Report.

~~It is the intent of the Legislature that $3,140,325 General Funds be appropriated to this program through FY2018-19.~~

Sec. 77. Laws 2017, LB327, section 132, is amended to read:

Sec. 132. AGENCY NO. 29 — DEPARTMENT OF NATURAL RESOURCES

Program No. 313 - Water Sustainability Fund

	FY2017-18	FY2018-19
CASH FUND	10,739,077	10,309,520
PROGRAM TOTAL	10,739,077	10,309,520
~~CASH FUND~~	~~10,739,077~~	~~10,739,077~~
~~PROGRAM TOTAL~~	~~10,739,077~~	~~10,739,077~~

The unexpended Cash Fund appropriation balance existing on June 30,

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2017, is hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $10,739,077 Cash Funds, plus any reappropriated amounts, for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $10,309,520 ~~$10,739,077~~ Cash Funds, plus any reappropriated amounts, for state aid, which shall only be used for such purpose.

Sec. 78. Laws 2017, LB327, section 134, is amended to read:

Sec. 134. AGENCY NO. 29 — DEPARTMENT OF NATURAL RESOURCES

Program No. 334 - Soil and Water Conservation

	FY2017-18	FY2018-19
GENERAL FUND	10,069,531	9,962,194
~~GENERAL FUND~~	~~10,275,032~~	~~10,377,285~~
CASH FUND	7,413,469	7,417,658
FEDERAL FUND est.	781,454	794,606
PROGRAM TOTAL	18,264,454	18,174,458
~~PROGRAM TOTAL~~	~~18,469,955~~	~~18,589,549~~
SALARY LIMIT	6,681,741	6,738,783

There is hereby reappropriated an amount certified by the Department of Natural Resources to the budget administrator of the budget division of the Department of Administrative Services of the unexpended General Fund and Cash Fund appropriation balances existing on June 30, 2017, that are allocated in budget subprograms 19, 20, and 21 of Program 334. Reappropriated funds shall be allocated to the same budget subprogram. The reappropriated amount of the unexpended General Fund appropriation balance existing on June 30, 2017, that is allocated in budget subprogram 19 is hereby reduced by $500,000.

There is included in the appropriation to this program for FY2017-18 $6,450,000 Cash Funds plus any reappropriated amounts and $5,000 Federal Funds estimate, for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19

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$6,450,000 Cash Funds plus any reappropriated amounts and $5,000 Federal Funds estimate, for state aid, which shall only be used for such purpose.

Sec. 79. Laws 2017, LB327, section 136, is amended to read:

Sec. 136. AGENCY NO. 31 — MILITARY DEPARTMENT

Program No. 192 - Governor's Emergency Aid

	FY2017-18	FY2018-19
CASH FUND est.	250,000	250,000
FEDERAL FUND est.	4,500,000	4,500,000
PROGRAM TOTAL	4,750,000	4,750,000

There is no salary limitation for this program.

Cash Fund expenditures for this program shall not be limited to the amount shown.

The unexpended General Fund and Cash Fund appropriation balances existing on June 30, 2017, are hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $250,000 Cash Funds and $4,500,000 Federal Funds estimate for state aid. There is included in the appropriation to this program for FY2018-19 $250,000 Cash Funds and $4,500,000 Federal Funds estimate for state aid.

Expenditures from this program shall not be restricted to state aid if other expenditures are necessary to fulfill the goals of the Governor's Emergency Aid Program.

Sec. 80. Laws 2017, LB327, section 137, is amended to read:

Sec. 137. AGENCY NO. 31 — MILITARY DEPARTMENT

Program No. 544 - National and State Guard

	FY2017-18	FY2018-19
GENERAL FUND	2,914,407	2,875,548
~~GENERAL FUND~~	~~2,973,885~~	~~2,995,363~~
CASH FUND	399,808	399,808
FEDERAL FUND est.	16,646,169	16,738,709
PROGRAM TOTAL	19,960,384	20,014,065
~~PROGRAM TOTAL~~	~~20,019,862~~	~~20,133,880~~

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SALARY LIMIT	5,938,758	5,986,724

Sec. 81. Laws 2017, LB327, section 138, is amended to read:

Sec. 138. AGENCY NO. 31 — MILITARY DEPARTMENT

Program No. 545 - Emergency Management

	FY2017-18	FY2018-19
GENERAL FUND	1,354,553	1,329,190
~~GENERAL FUND~~	~~1,382,197~~	~~1,384,573~~
CASH FUND est.	556,782	560,452
FEDERAL FUND est.	3,421,165	3,441,975
PROGRAM TOTAL	5,332,500	5,331,617
~~PROGRAM TOTAL~~	~~5,360,144~~	~~5,387,000~~
SALARY LIMIT	1,985,113	2,000,050

Cash Fund expenditures shall not be limited to the amounts shown.

There is included in the appropriation to this program for FY2017-18 $1,570,604 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $1,570,604 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 82. Laws 2017, LB327, section 139, is amended to read:

Sec. 139. AGENCY NO. 31 — MILITARY DEPARTMENT

Program No. 548 - Tuition Assistance

	FY2017-18	FY2018-19
GENERAL FUND	596,599	584,424
PROGRAM TOTAL	596,599	584,424
~~GENERAL FUND~~	~~608,775~~	~~608,775~~
~~PROGRAM TOTAL~~	~~608,775~~	~~608,775~~
SALARY LIMIT	-0-	-0-

There is included in the appropriation to this program for FY2017-18 $596,599 ~~$608,775~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program

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for FY2018-19 $584,424 ~~$608,775~~ General Funds for state aid, which shall only be used for such purpose.

Sec. 83. Laws 2017, LB327, section 140, is amended to read:

Sec. 140. AGENCY NO. 32 — BOARD OF EDUCATIONAL LANDS AND FUNDS

Program No. 529 - Land Surveys

	FY2017-18	FY2018-19
GENERAL FUND	372,991	332,159
~~GENERAL FUND~~	~~380,603~~	~~345,999~~
CASH FUND	23,624	23,841
PROGRAM TOTAL	396,615	356,000
~~PROGRAM TOTAL~~	~~404,227~~	~~369,840~~
SALARY LIMIT	305,125	267,608

Any General Funds expended for costs associated with the administration of school lands shall be reimbursed, on a quarterly basis, to the General Fund by the Board of Educational Lands and Funds.

Sec. 84. Laws 2017, LB327, section 145, is amended to read:

Sec. 145. AGENCY NO. 33 — GAME AND PARKS COMMISSION

Program No. 336 - Wildlife Conservation

	FY2017-18	FY2018-19
GENERAL FUND	1,329,247	1,317,773
~~GENERAL FUND~~	~~1,356,375~~	~~1,372,680~~
CASH FUND	25,241,470	25,413,215
FEDERAL FUND est.	3,712,098	3,734,535
PROGRAM TOTAL	30,282,815	30,465,523
~~PROGRAM TOTAL~~	~~30,309,943~~	~~30,520,430~~
SALARY LIMIT	14,480,415	14,605,553

There is included in the appropriation to this program for FY2017-18 $585,000 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $585,000 Cash Funds for state aid, which shall only be used for

such purpose.

Sec. 85. Laws 2017, LB327, section 146, is amended to read:

Sec. 146. AGENCY NO. 33 — GAME AND PARKS COMMISSION

Program No. 337 - Administration

	FY2017-18	FY2018-19
GENERAL FUND	807,543	799,377
~~GENERAL FUND~~	~~824,023~~	~~832,684~~
CASH FUND	4,433,619	4,480,345
PROGRAM TOTAL	5,241,162	5,279,722
~~PROGRAM TOTAL~~	~~5,257,642~~	~~5,313,029~~
SALARY LIMIT	2,723,971	2,744,392

Sec. 86. Laws 2017, LB327, section 147, is amended to read:

Sec. 147. AGENCY NO. 33 — GAME AND PARKS COMMISSION

Program No. 338 - Niobrara Council

	FY2017-18	FY2018-19
GENERAL FUND	41,171	40,331
~~GENERAL FUND~~	~~42,011~~	~~42,011~~
CASH FUND	1,000	1,000
FEDERAL FUND est.	125,000	125,000
PROGRAM TOTAL	167,171	166,331
~~PROGRAM TOTAL~~	~~168,011~~	~~168,011~~

The unexpended Cash Fund appropriation balance existing on June 30, 2017, is hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $41,171 ~~$42,011~~ General Funds, $1,000 Cash Funds, and $125,000 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $40,331 ~~$42,011~~ General Funds, $1,000 Cash Funds, and $125,000 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 87. Laws 2017, LB327, section 148, is amended to read:

Sec. 148. AGENCY NO. 33 — GAME AND PARKS COMMISSION

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Program No. 549 - Parks - Administration and Operation

	FY2017-18	FY2018-19
GENERAL FUND	6,654,588	6,577,243
~~GENERAL FUND~~	~~6,790,396~~	~~6,851,295~~
CASH FUND	20,325,539	21,332,057
FEDERAL FUND est.	50,000	50,000
PROGRAM TOTAL	27,030,127	27,959,300
~~PROGRAM TOTAL~~	~~27,165,935~~	~~28,233,352~~
SALARY LIMIT	12,282,796	13,073,500

Sec. 88. Laws 2017, LB327, section 149, is amended to read:

Sec. 149. AGENCY NO. 33 — GAME AND PARKS COMMISSION

Program No. 550 - Planning and Trails Coordination

	FY2017-18	FY2018-19
GENERAL FUND	446,701	442,284
~~GENERAL FUND~~	~~455,817~~	~~460,713~~
CASH FUND	1,100,745	1,113,717
FEDERAL FUND est.	105,491	105,491
PROGRAM TOTAL	1,652,937	1,661,492
~~PROGRAM TOTAL~~	~~1,662,053~~	~~1,679,921~~
SALARY LIMIT	901,608	908,392

It is the intent of the Legislature that the amount expended for the development and maintenance of boundary fences along the Cowboy Trail be limited to $64,000 Cash Funds during each fiscal year.

Sec. 89. Laws 2017, LB327, section 150, is amended to read:

Sec. 150. AGENCY NO. 33 — GAME AND PARKS COMMISSION

Program No. 617 - Engineering and Area Maintenance

	FY2017-18	FY2018-19
GENERAL FUND	2,042,921	2,025,553
~~GENERAL FUND~~	~~2,084,613~~	~~2,109,951~~
CASH FUND	1,171,268	1,182,179

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PROGRAM TOTAL	3,214,189	3,207,732
~~PROGRAM TOTAL~~	~~3,255,881~~	~~3,292,130~~
SALARY LIMIT	1,685,630	1,698,280

Sec. 90. Laws 2017, LB327, section 152, is amended to read:

Sec. 152. AGENCY NO. 33 — GAME AND PARKS COMMISSION

Program No. 846 - Nebraska Public Safety Communication System

	FY2017-18	FY2018-19
GENERAL FUND	36,636	15,388
~~GENERAL FUND~~	~~37,384~~	~~16,029~~
CASH FUND	303,957	303,957
PROGRAM TOTAL	340,593	319,345
~~PROGRAM TOTAL~~	~~341,341~~	~~319,986~~

There is included in the appropriation to this program for FY2017-18 a retainer fee of up to $36,636 ~~$37,384~~ General Funds and up to $93,957 Cash Funds which shall be paid in four equal quarterly amounts to the Nebraska Public Safety Communication System Revolving Fund on or before July 15, October 15, January 15, and April 15 for Department of Administrative Services central costs of operating the Nebraska Public Safety Communication System, which shall only be used for such purpose. The retainer fee amounts shall only be expended against budget subprogram 1 as a separate and distinct budget subprogram and shall not be commingled with any other expenses.

There is included in the appropriation to this program for FY2018-19 a retainer fee of up to $15,388 ~~$16,029~~ General Funds and up to $93,957 Cash Funds which shall be paid in four equal quarterly amounts to the Nebraska Public Safety Communication System Revolving Fund on or before July 15, October 15, January 15, and April 15 for Department of Administrative Services central costs of operating the Nebraska Public Safety Communication System, which shall only be used for such purpose. The retainer fee amounts shall only be expended against budget subprogram 1 as a separate and distinct budget subprogram and shall not be

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commingled with any other expenses.

Sec. 91. Laws 2017, LB327, section 153, is amended to read:

Sec. 153. AGENCY NO. 34 — NEBRASKA LIBRARY COMMISSION

Program No. 252 - Library and Information Services

	FY2017-18	FY2018-19
GENERAL FUND	2,512,102	2,514,251
~~GENERAL FUND~~	~~2,563,369~~	~~2,619,011~~
CASH FUND	94,085	94,085
FEDERAL FUND est.	900,830	900,830
PROGRAM TOTAL	3,507,017	3,509,166
~~PROGRAM TOTAL~~	~~3,558,284~~	~~3,613,926~~
SALARY LIMIT	2,106,770	2,118,867

Sec. 92. Laws 2017, LB327, section 154, is amended to read:

Sec. 154. AGENCY NO. 34 — NEBRASKA LIBRARY COMMISSION

Program No. 302 - Library Development

	FY2017-18	FY2018-19
GENERAL FUND	1,269,183	1,243,282
~~GENERAL FUND~~	~~1,295,085~~	~~1,295,085~~
FEDERAL FUND est.	611,395	611,395
PROGRAM TOTAL	1,880,578	1,854,677
~~PROGRAM TOTAL~~	~~1,906,480~~	~~1,906,480~~

There is included in the appropriation to this program for FY2017-18 $1,269,183 ~~$1,295,085~~ General Funds estimate and $611,395 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $1,243,282 ~~$1,295,085~~ General Funds estimate and $611,395 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 93. Laws 2017, LB327, section 155, is amended to read:

Sec. 155. AGENCY NO. 35 — NEBRASKA LIQUOR CONTROL COMMISSION

Program No. 73 - Licensing and Regulation

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	FY2017-18	FY2018-19
GENERAL FUND	1,259,598	1,247,899
~~GENERAL FUND~~	~~1,285,304~~	~~1,299,895~~
CASH FUND	70,719	70,719
PROGRAM TOTAL	1,330,317	1,318,618
~~PROGRAM TOTAL~~	~~1,356,023~~	~~1,370,614~~
SALARY LIMIT	793,997	799,458

Sec. 94. Laws 2017, LB327, section 162, is amended to read:

Sec. 162. AGENCY NO. 46 — DEPARTMENT OF CORRECTIONAL SERVICES

Program No. 200 - Operations

	FY2017-18	FY2018-19
GENERAL FUND	206,213,457	209,739,182
~~GENERAL FUND~~	~~206,213,457~~	~~210,708,920~~
CASH FUND	3,126,000	2,126,000
FEDERAL FUND est.	1,762,858	1,762,858
REVOLVING FUND est.	19,797,665	19,949,835
PROGRAM TOTAL	230,899,980	233,577,875
SALARY LIMIT	114,993,233	119,739,653
~~PROGRAM TOTAL~~	~~230,899,980~~	~~234,547,613~~
~~SALARY LIMIT~~	~~112,726,638~~	~~117,019,072~~

The unexpended General Fund appropriation balance existing on June 30, 2017, less $238,195, is hereby reappropriated.

Included in the salary limitations provided by this section is $4,033,364 for FY2017-18 and $4,033,364 for FY2018-19 for Revolving Fund salaries for program classifications 390 and 563, that shall not be limited to the amounts shown.

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 260 - Nebraska Correctional Youth Facility

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No. 300 - Tecumseh Correctional Center

No. 368 - Lincoln Community Corrections Center

No. 369 - Omaha Community Corrections Center

No. 370 - Central Office

No. 372 - Nebraska State Penitentiary

No. 373 - Nebraska Center for Women - York

No. 375 - Diagnostic and Evaluation Center

No. 376 - Lincoln Correctional Center

No. 377 - Omaha Correctional Center

No. 386 - McCook Incarceration Work Camp

No. 390 - Federal Surplus Property

No. 495 - Department Central Warehouse

No. 563 - Correctional Industries

Revolving Fund expenditures shall not be limited to the amounts shown.

It is intended that the Department of Correctional Services shall maintain a Department Contingency Fund and a Department Equipment Fund.

There is included in the appropriation to this program a salary limit increase of $100,000 to fund the position of Justice Reinvestment Implementation Coordinator in the department who reports directly to the Director of Correctional Services. It is the intent of the Legislature for the coordinator to assist state agencies and committees, including, but not limited to, the Board of Parole, the Office of Probation Administration, the Nebraska Commission on Law Enforcement and Criminal Justice, the Justice Reinvestment Implementation Coordinating Committee, and the Committee on Justice Reinvestment Oversight, in developing relevant implementation policies, procedures, manuals, and training curricula that utilize identified best practices. The coordinator shall also act as a liaison between the Governor, members of the Legislature, and any other relevant state agencies, bodies, or groups. The coordinator shall provide verbal and written progress reports, data, and information

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as requested to the Justice Reinvestment Implementation Coordinating Committee and the Committee on Justice Reinvestment Oversight.

Sec. 95. Laws 2017, LB327, section 163, is amended to read:

Sec. 163. AGENCY NO. 46 — DEPARTMENT OF CORRECTIONAL SERVICES

Program No. 214 - Vocational and Life Skills

	FY2017-18	FY2018-19
GENERAL FUND	5,122,578	5,134,370
PROGRAM TOTAL	5,122,578	5,134,370
~~GENERAL FUND~~	~~5,122,578~~	~~5,141,427~~
~~PROGRAM TOTAL~~	~~5,122,578~~	~~5,141,427~~
SALARY LIMIT	1,193,041	1,202,019

The unexpended General Fund appropriation balance, less aid, existing on June 30, 2017, less $10,819, is hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $3,500,000 General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $3,500,000 General Funds for state aid, which shall only be used for such purpose.

Sec. 96. Laws 2017, LB327, section 165, is amended to read:

Sec. 165. AGENCY NO. 47 — NEBRASKA EDUCATIONAL TELECOMMUNICATIONS COMMISSION

Program No. 533 - Network Operations

	FY2017-18	FY2018-19
GENERAL FUND	9,455,705	9,332,416
~~GENERAL FUND~~	~~9,648,679~~	~~9,721,267~~
CASH FUND	310,206	310,206
PROGRAM TOTAL	9,765,911	9,642,622
~~PROGRAM TOTAL~~	~~9,958,885~~	~~10,031,473~~
SALARY LIMIT	2,895,692	2,925,250

Sec. 97. Laws 2017, LB327, section 166, is amended to read:

Sec. 166. AGENCY NO. 47 — NEBRASKA EDUCATIONAL TELECOMMUNICATIONS

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COMMISSION

Program No. 566 - Public Radio

	FY2017-18	FY2018-19
GENERAL FUND	437,972	431,568
~~GENERAL FUND~~	~~446,910~~	~~449,550~~
CASH FUND	27,549	27,549
PROGRAM TOTAL	465,521	459,117
~~PROGRAM TOTAL~~	~~474,459~~	~~477,099~~
SALARY LIMIT	178,366	179,708

The limitation on expenditures for permanent and temporary salaries and per diems contained in this section does not include expenditures from trust funds.

Sec. 98. Laws 2017, LB327, section 168, is amended to read:

Sec. 168. AGENCY NO. 48 — COORDINATING COMMISSION FOR POSTSECONDARY EDUCATION

Program No. 640 - Postsecondary Education Coordination

	FY2017-18	FY2018-19
GENERAL FUND	1,259,239	1,256,489
~~GENERAL FUND~~	~~1,282,591~~	~~1,304,051~~
CASH FUND	35,000	35,000
FEDERAL FUND est.	6,023	6,023
PROGRAM TOTAL	1,300,262	1,297,512
~~PROGRAM TOTAL~~	~~1,323,614~~	~~1,345,074~~
SALARY LIMIT	902,946	909,740

There is included in the appropriation to this program for FY2017-18 an estimated $115,000 General Funds and for FY2018-19 an estimated $115,000 General Funds for Midwestern Higher Education Compact state membership dues.

Sec. 99. Laws 2017, LB327, section 169, is amended to read:

Sec. 169. AGENCY NO. 48 — COORDINATING COMMISSION FOR POSTSECONDARY

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EDUCATION

Program No. 690 - Nebraska Opportunity Grant Program

	FY2017-18	FY2018-19
GENERAL FUND	6,730,793	6,593,430
~~GENERAL FUND~~	~~6,868,156~~	~~6,868,156~~
CASH FUND	10,580,146	11,080,146
PROGRAM TOTAL	17,310,939	17,673,576
~~PROGRAM TOTAL~~	~~17,448,302~~	~~17,948,302~~

There are no personal services included in the appropriations in this section.

There is included in the appropriation to this program for FY2017-18 $6,730,793 ~~$6,868,156~~ General Funds and $10,580,146 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $6,593,430 ~~$6,868,156~~ General Funds and $11,080,146 Cash Funds for state aid, which shall only be used for such purpose.

It is intended that the extent to which Cash Fund appropriations to this program for FY2017-18 and FY2018-19 exceed the Cash Fund appropriation to this program for FY2016-17, such excess amounts do not constitute a permanent adjustment to the FY2016-17 base Cash Fund appropriation level for this program.

Sec. 100. Laws 2017, LB327, section 170, is amended to read:

Sec. 170. AGENCY NO. 48 — COORDINATING COMMISSION FOR POSTSECONDARY EDUCATION

Program No. 691 - Access College Early Scholarship Program

	FY2017-18	FY2018-19
GENERAL FUND	965,300	945,600
PROGRAM TOTAL	965,300	945,600
~~GENERAL FUND~~	~~985,000~~	~~985,000~~
~~PROGRAM TOTAL~~	~~985,000~~	~~985,000~~

There are no personal services included in the appropriations in

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this section.

There is included in the appropriation to this program for FY2017-18 $965,300 ~~$985,000~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $945,600 ~~$985,000~~ General Funds for state aid, which shall only be used for such purpose.

Sec. 101. Laws 2017, LB327, section 172, is amended to read:

Sec. 172. AGENCY NO. 50 — BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES

Program No. 48 - Nebraska State Colleges - System Office

	FY2017-18	FY2018-19
GENERAL FUND	51,099,382	50,056,538
~~GENERAL FUND~~	~~52,142,227~~	~~52,142,227~~
CASH FUND est.	38,025,445	38,025,445
FEDERAL FUND est.	46,739,698	46,739,698
REVOLVING FUND est.	9,535,829	9,535,829
PROGRAM TOTAL	145,400,354	144,357,510
~~PROGRAM TOTAL~~	~~146,443,199~~	~~146,443,199~~

It is the intent of the Legislature that upon the approval of the Board of Trustees of the Nebraska State Colleges, the System Office of the Nebraska State Colleges may divide and distribute the funds appropriated to this program among Chadron State College, Peru State College, Wayne State College, and the System Office of the Nebraska State Colleges.

It is the intent of the Legislature that Cash Fund revenue from resident tuition, nonresident tuition, off-campus tuition, and fees separately assessed shall be individually accounted for on the Nebraska Accounting ~~Information~~ System.

The Legislature reaffirms its intent to utilize the Integrated Postsecondary Education ~~Nebraska Educational~~ Data System created by Laws 1978, LB 897, to support the appropriations and oversight process for

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postsecondary education. It is further the intent of the Legislature that all institutions provide the data in the precise formats required by the Coordinating Commission for Postsecondary Education.

The Legislature reaffirms its commitment to long-range and short-range computer planning by the Nebraska state colleges. It is the intent of the Legislature that comprehensive computer plans of the Nebraska state colleges be updated biennially and submitted to the Legislative Fiscal Analyst, the Department of Administrative Services, and the Coordinating Commission for Postsecondary Education on or before October 15 of each odd-numbered year. The plans required to be submitted to the Legislative Fiscal Analyst by this section shall be submitted electronically.

The Department of Administrative Services shall monitor the appropriations and expenditures of the Board of Trustees of the Nebraska State Colleges, Agency No. 50-0, and the Nebraska State Colleges, Agency Nos. 50-1, 50-3, and 50-4, according to NCHEMS-Program Classification Structure, Second Edition. Expenditure authority shall be limited to program appropriations.

Sec. 102. Laws 2017, LB327, section 173, is amended to read:

Sec. 173. AGENCY NO. 51 — UNIVERSITY OF NEBRASKA

Program No. 781 - University - Administration

(1) There is hereby appropriated to the Board of Regents of the University of Nebraska for expenditure and distribution to the campuses by the University of Nebraska Central Administration the following sums of money.

	FY2017-18	FY2018-19
GENERAL FUND	559,189,360	557,329,332
PROGRAM TOTAL	559,189,360	557,329,332
~~GENERAL FUND~~	~~570,601,388~~	~~580,551,388~~
~~PROGRAM TOTAL~~	~~570,601,388~~	~~580,551,388~~

(2) It is intended that the University of Nebraska Central

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Administration, upon approval of the Board of Regents of the University of Nebraska, divide and distribute the funds appropriated in this section among all the campuses and the central administration, including the Nebraska College of Technical Agriculture at Curtis. At the direction of the board, these funds may be supplemented by Cash Funds, Federal Funds, Revolving Funds, and Trust Funds.

(3) There is included in the appropriation to this program for FY2017-18 an estimated $3,398,163 General Funds and for FY2018-19 an estimated $3,398,163 General Funds for the Nebraska College of Technical Agriculture at Curtis.

There is included in the appropriation to this program for FY2017-18 an estimated $2,804,862 General Funds and for FY2018-19 an estimated $2,804,862 General Funds for the Nebraska Forest Service Program.

There is included in the appropriation to this program $1,800,000 General Funds for FY2017-18 and $1,800,000 General Funds for FY2018-19 for pediatric cancer of which $1,500,000 per year is for pediatric cancer research and $300,000 per year is for pediatric cancer specialists.

There is included in the appropriation to this program an additional $3,000,000 General Funds for FY2018-19 for the academic program costs and the operating and maintenance costs associated with the Center for Advanced Interprofessional Learning.

There is included in the appropriation to this program $400,000 General Funds for FY2017-18 and $400,000 General Funds for FY2018-19 for the University to partner with the Department of Correctional Services, the regional centers, or both to develop and offer programs for students studying to become behavioral health professionals. Such programs shall include clinical rotations at the Department of Correctional Services, the regional center, or both, clinical supervision, stipends, and student coordination and recruitment services. The University shall include a report on the outcomes of such recruitment efforts with its biennial budget request submitted in 2020 and 2022. The reports shall include

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information on whether the students that participated in the clinical rotations subsequently worked in Nebraska as behavioral health professionals.

It is the intent of the Legislature that the Institute of Agriculture and Natural Resources and the Cooperative Extension Program are treated fairly in the University of Nebraska 2017-2019 biennial budget-setting process.

(4)(a) There is included in the appropriation to this program for the Board of Regents of the University of Nebraska for FY2017-18 an estimated $11,719,478 General Funds and for FY2018-19 an estimated $11,719,478 General Funds, to be administered by Central Administration, for the purpose of targeted research activities at the University of Nebraska. It is intended that none of these funds be used for new capital construction or renovation, except that a small portion may be used for short-term cash flow. Further, it is intended that an estimated $315,291 of the estimated $11,719,478 for FY2017-18 and an estimated $315,291 of the estimated $11,719,478 for FY2018-19 be used in conjunction with the Experimental Program to Stimulate Competitive Research (EPSCoR) which is expected to have an increased emphasis on applied research and technology transfer.

(b) It is intended that faculty teams, research centers, or individual faculty from the various colleges and departments of all of the campuses of the University of Nebraska should present research proposals to the Research Fund Advisory Committee and Central Administration for the various targeted research areas after the FY2017-18 appropriation has been made but prior to August 15, 2017. Inherent in this process is the concept that the best proposals be selected regardless of the campus of origin and that selections be made on a competitive basis.

(c) It is intended for the EPSCoR Program that faculty teams, clusters, research centers, or individual faculty from the various

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colleges and departments of all of the campuses of the University of Nebraska and Creighton University should present to the EPSCoR Planning Committee research proposals to be funded by the EPSCoR Program. Inherent in this process is the concept that the best proposals be selected regardless of the campus of origin and that selections be made on a competitive basis. Emphasis shall be placed on technology transfer and the research needs of business and industry. It is intended that the EPSCoR Planning Committee shall continue to develop the Nebraska State Science and Technology Transfer Plan as part of the EPSCoR Program. It is further intended that the existing Research Fund Advisory Committee and the existing EPSCoR Planning Committee coordinate and integrate the planning and project evaluation criteria and procedures for both the Nebraska Research Initiative Program and the EPSCoR Program. Matching funds for any research grants to Creighton University shall be in the form of a contract in which specific services are identified and a time period is specified. Creighton University shall provide an appropriate share of any match.

(5) It is intended that:

(a) The University of Nebraska shall report its expenditures on the Allotment Status Report and Regular Budget Status Report according to its internal operational and organizational structure, subject to approval by the Accounting Administrator and the budget administrator of the budget division of the Department of Administrative Services;

(b) The University of Nebraska shall report its expenditures on the Program Classification Expenditure Report in the NCHEMS-Program Classification Structure, Second Edition, subject to approval by the Accounting Administrator and the budget administrator of the budget division of the Department of Administrative Services;

(c) The University of Nebraska shall submit the budget request in the NCHEMS-Program Classification Structure, Second Edition, for the University of Nebraska-Lincoln with an informational budget request for

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the Institute of Agriculture and Natural Resources, University of Nebraska at Omaha, University of Nebraska Medical Center, University of Nebraska at Kearney, Nebraska College of Technical Agriculture at Curtis, and University of Nebraska Central Administration;

(d) Comprehensive computer plans at the University of Nebraska shall be biennially updated and submitted to the Legislative Fiscal Analyst and to the budget division of the Department of Administrative Services on or before September 1 of odd-numbered years; and

(e) The Nebraska Educational Data System created by Laws 1978, LB 897, shall be utilized to support the appropriations and oversight process for postsecondary education. It is further the intent of the Legislature that all institutions shall provide the data in the precise formats required by the Coordinating Commission for Postsecondary Education and that any expenditure of General Funds on the development of new information systems, including any student information system, meet the requirements of the Nebraska Educational Data System as determined by the Coordinating Commission for Postsecondary Education.

Sec. 103. Laws 2017, LB327, section 176, is amended to read:

Sec. 176. AGENCY NO. 54 — NEBRASKA STATE HISTORICAL SOCIETY

Program No. 553 - Sesquicentennial Commission

	FY2017-18	FY2018-19
GENERAL FUND	57,258	-0-
~~GENERAL FUND~~	~~58,427~~	~~-0-~~
CASH FUND	90,932	-0-
PROGRAM TOTAL	148,190	-0-
~~PROGRAM TOTAL~~	~~149,359~~	~~-0-~~
SALARY LIMIT	69,599	-0-

There is included in the appropriation to this program for FY2017-18 $20,450 Cash Funds, for state aid, which shall only be used for such purpose.

Sec. 104. Laws 2017, LB327, section 177, is amended to read:

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Sec. 177. AGENCY NO. 54 — NEBRASKA STATE HISTORICAL SOCIETY

Program No. 648 - Nebraska State Historical Society

	FY2017-18	FY2018-19
GENERAL FUND	4,268,428	4,224,108
~~GENERAL FUND~~	~~4,355,539~~	~~4,400,113~~
CASH FUND	2,585,494	2,612,778
FEDERAL FUND est.	820,725	827,799
PROGRAM TOTAL	7,674,647	7,664,685
SALARY LIMIT	4,042,468	3,981,756
~~PROGRAM TOTAL~~	~~7,761,758~~	~~7,840,690~~
~~SALARY LIMIT~~	~~3,956,171~~	~~3,981,756~~

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 43 - Departmental Administration

No. 258 - Library/Archives Division

No. 541 - Museum Operation

No. 542 - Branch Museums

No. 543 - Archeology Division

No. 552 - Historic Preservation

No. 632 - Hall of Fame Commission

No. 647 - Skeletal Remains Protection

No. 653 - Gerald R. Ford Conservation Center

There is included in the appropriation to this program for FY2017-18 $100,000 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $100,000 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $25,000 General Funds and for FY2018-19 $25,000 General Funds to carry out obligations of the agency under the Unmarked Human Burial Sites and

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Skeletal Remains Protection Act, which shall only be used for such purpose.

It is the intent of the Legislature that the Nebraska State Historical Society shall continue to budget and account for each of the branch museums at the subprogram level within this program.

Appropriations shall only be expended for the operation, construction, maintenance, or repair of a gift of real property after that property has been approved for acceptance by the Governor and the Legislature as required under section 81-1108.33.

Sec. 105. Laws 2017, LB327, section 182, is amended to read:

Sec. 182. AGENCY NO. 60 — NEBRASKA ETHANOL BOARD

Program No. 516 - Ethanol

	FY2017-18	FY2018-19
CASH FUND	718,376	735,507
PROGRAM TOTAL	718,376	735,507
SALARY LIMIT	309,655	326,800
~~SALARY LIMIT~~	~~309,655~~	~~311,800~~

Sec. 106. Laws 2017, LB327, section 186, is amended to read:

Sec. 186. AGENCY NO. 64 — NEBRASKA STATE PATROL

Program No. 100 - Public Protection

	FY2017-18	FY2018-19
GENERAL FUND	58,243,794	57,775,673
~~GENERAL FUND~~	~~59,432,443~~	~~60,182,993~~
CASH FUND	6,387,102	6,397,609
FEDERAL FUND est.	396,365	414,339
PROGRAM TOTAL	65,027,261	64,587,621
~~PROGRAM TOTAL~~	~~66,215,910~~	~~66,994,941~~
SALARY LIMIT	40,381,282	40,829,435

The unexpended General Fund appropriation balance existing on June 30, 2017, less $22,245, is hereby reappropriated.

The Department of Administrative Services shall monitor the

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appropriations and expenditures for this program according to the following program classifications:

No. 189 - Command and Support

No. 190 - Criminal Investigations

No. 195 - Road Operations

There is included in the appropriation to this program for FY2017-18 $150,000 General Funds and $100,000 Federal Funds from the Byrne Criminal History Improvement set-aside funds, subject to available federal appropriation, which shall only be expended for criminal justice information systems improvements. There is included in the appropriation to this program for FY2018-19 $150,000 General Funds and $100,000 Federal Funds from the Byrne Criminal History Improvement set-aside funds, subject to available federal appropriation, which shall only be expended for criminal justice information systems improvements. Federal Funds transferred to the Nebraska State Patrol pursuant to this section shall be expended consistent with all applicable federal laws, rules, and regulations pertaining to Byrne Criminal History Improvement set-aside funds.

There is included in the appropriation to this program for FY2017-18 $485,979 Cash Funds and for FY2018-19 $485,979 Cash Funds, which appropriation amounts shall only be expended to provide law enforcement coverage along state road construction zones. The Department of Roads shall contract with the Nebraska State Patrol for such law enforcement coverage and shall pay for such services from the Roads Operations Cash Fund to the Nebraska State Patrol Cash Fund in four equal quarterly amounts to be transferred by the State Treasurer on or before July 15, October 15, January 15, and April 15, for both FY2017-18 and FY2018-19.

Sec. 107. Laws 2017, LB327, section 189, is amended to read:

Sec. 189. AGENCY NO. 64 — NEBRASKA STATE PATROL

Program No. 630 - State Capitol Security

	FY2017-18	FY2018-19

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GENERAL FUND	247,386	242,338
~~GENERAL FUND~~	~~252,435~~	~~252,435~~
REVOLVING FUND	1,271,531	1,287,992
PROGRAM TOTAL	1,518,917	1,530,330
~~PROGRAM TOTAL~~	~~1,523,966~~	~~1,540,427~~
SALARY LIMIT	770,637	776,226

The unexpended General Fund appropriation balance existing on June 30, 2017, less $6,311, is hereby reappropriated.

Any security agreements entered into by the Nebraska State Patrol, on behalf of the state capitol security division, shall require that all such revenue be credited directly to the Capitol Security Revolving Fund.

For budgeting purposes only, the amount of projected revenue to be received from security agreements entered into by the Nebraska State Patrol, on behalf of the state capitol security division, to be credited directly to the Capitol Security Revolving Fund is estimated to be $500,583 for FY2017-18 and $500,583 for FY2018-19.

Sec. 108. Laws 2017, LB327, section 190, is amended to read:

Sec. 190. AGENCY NO. 64 — NEBRASKA STATE PATROL

Program No. 850 - Nebraska Public Safety Communication System

	FY2017-18	FY2018-19
GENERAL FUND	1,334,959	1,060,480
~~GENERAL FUND~~	~~1,362,203~~	~~1,104,667~~
CASH FUND	3,820,000	3,704,662
PROGRAM TOTAL	5,154,959	4,765,142
~~PROGRAM TOTAL~~	~~5,182,203~~	~~4,809,329~~
SALARY LIMIT	91,282	91,969

The unexpended General Fund appropriation balance existing on June 30, 2017, less $14,320, is hereby reappropriated.

Sec. 109. Laws 2017, LB327, section 192, is amended to read:

Sec. 192. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 101 - Chief Information Officer

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	FY2017-18	FY2018-19
GENERAL FUND	339,086	335,517
PROGRAM TOTAL	339,086	335,517
~~GENERAL FUND~~	~~346,006~~	~~349,497~~
~~PROGRAM TOTAL~~	~~346,006~~	~~349,497~~
SALARY LIMIT	224,051	226,036

Sec. 110. Laws 2017, LB327, section 195, is amended to read:

Sec. 195. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 172 - Information Management Services Division

	FY2017-18	FY2018-19
REVOLVING FUND	70,213,556	69,326,288
PROGRAM TOTAL	70,213,556	69,326,288
SALARY LIMIT	14,458,232	14,904,616
~~REVOLVING FUND~~	~~70,692,795~~	~~69,805,527~~
~~PROGRAM TOTAL~~	~~70,692,795~~	~~69,805,527~~
~~SALARY LIMIT~~	~~14,771,837~~	~~15,218,221~~

Sec. 111. Laws 2017, LB327, section 196, is amended to read:

Sec. 196. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 173 - Communications Division

	FY2017-18	FY2018-19
REVOLVING FUND	41,806,174	45,912,863
PROGRAM TOTAL	41,806,174	45,912,863
SALARY LIMIT	3,941,228	3,980,899
~~REVOLVING FUND~~	~~41,870,434~~	~~41,927,123~~
~~PROGRAM TOTAL~~	~~41,870,434~~	~~41,927,123~~
~~SALARY LIMIT~~	~~3,976,517~~	~~4,016,188~~

There is included in the appropriation to this program for FY2018-19 $4,050,000 Revolving Funds for e-rate and invoice consolidation. It is the intent of the Legislature that this $4,050,000 be reappropriated for FY2019-20 by the One Hundred Sixth Legislature.

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Sec. 112. Laws 2017, LB327, section 199, is amended to read:

Sec. 199. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 509 - Budget Division

	FY2017-18	FY2018-19
GENERAL FUND	1,193,398	1,187,071
PROGRAM TOTAL	1,193,398	1,187,071
~~GENERAL FUND~~	~~1,217,753~~	~~1,236,532~~
~~PROGRAM TOTAL~~	~~1,217,753~~	~~1,236,532~~
SALARY LIMIT	821,474	827,655

The unexpended General Fund appropriation balance existing on June 30, 2017, less $8,159, is hereby reappropriated.

Sec. 113. Laws 2017, LB327, section 201, is amended to read:

Sec. 201. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 560 - State Building Division

	FY2017-18	FY2018-19
GENERAL FUND	218,248	214,404
~~GENERAL FUND~~	~~222,702~~	~~223,337~~
CASH FUND	933,457	933,457
REVOLVING FUND	35,756,235	35,825,841
PROGRAM TOTAL	36,907,940	36,973,702
~~PROGRAM TOTAL~~	~~36,912,394~~	~~36,982,635~~
SALARY LIMIT	3,524,268	3,547,896

Charges assessed by the Department of Administrative Services pursuant to provisions of subdivision (4)(b) of section 81-1108.17 for the Ferguson House shall not annually exceed an amount calculated as follows:

(1) Multiply the insured replacement value of the Ferguson House property by two one-hundredths;

(2) Divide the amount of tenant-occupied gross square feet of Ferguson House space by the Ferguson House gross square feet of total space; and

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(3) Multiply the amount computed in subdivision (1) of this section by the amount computed in subdivision (2) of this section.

Sec. 114. Laws 2017, LB327, section 204, is amended to read:

Sec. 204. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 591 - Tort Claims

	FY2017-18	FY2018-19
GENERAL FUND	210,000	210,000
CASH FUND	50,000	50,000
PROGRAM TOTAL	260,000	260,000

(1) The following amounts are hereby transferred to the Tort Claims Fund from the respective agency fund balances:

(a) $55,005 from the Department of Roads; and

(b) $2,604 from the Game and Parks Commission.

Such sums shall be transferred to the risk management and state claims division no later than August 1, 2017, or in four equal payments on August 1, October 1, January 1, and April 1, at the discretion of the Risk Manager.

(2) The following amounts are hereby transferred to the Tort Claims Fund from the respective agency fund balances:

(a) $43,814 ~~$55,005~~ from the Department of Transportation; ~~Roads; and~~

(b) $12,607 ~~$2,604~~ from the Game and Parks Commission; and ~~.~~

(c) $162 from the Department of Revenue.

Such sums shall be transferred to the risk management and state claims division no later than August 1, 2018, or in four equal payments on August 1, October 1, January 1, and April 1, at the discretion of the Risk Manager.

It is the intent of the Legislature that transfers specified in this section for FY2018-19 be adjusted by the One Hundred Fifth Legislature, Second Session, 2018, in accordance with information available after July 1, 2017.

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Sec. 115. Laws 2017, LB327, section 208, is amended to read:

Sec. 208. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 605 - Personnel Division

	FY2017-18	FY2018-19
GENERAL FUND	1,434,341	1,422,151
~~GENERAL FUND~~	~~1,463,613~~	~~1,481,407~~
REVOLVING FUND	8,065,541	8,131,939
PROGRAM TOTAL	9,499,882	9,554,090
~~PROGRAM TOTAL~~	~~9,529,154~~	~~9,613,346~~
SALARY LIMIT	6,490,949	6,539,791

It is the intent of the Legislature that the personnel division of the Department of Administrative Services continue to accurately track vacant positions in state government and report electronically to the Legislative Fiscal Analyst on a quarterly basis.

Sec. 116. Laws 2017, LB327, section 210, is amended to read:

Sec. 210. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 608 - Employee Relations Division

	FY2017-18	FY2018-19
GENERAL FUND	401,775	412,665
PROGRAM TOTAL	401,775	412,665
~~GENERAL FUND~~	~~409,974~~	~~414,676~~
~~PROGRAM TOTAL~~	~~409,974~~	~~414,676~~
SALARY LIMIT	282,191	284,188

The unexpended General Fund appropriation balance existing on June 30, 2017, less $8,991, is hereby reappropriated.

Sec. 117. Laws 2017, LB327, section 211, is amended to read:

Sec. 211. AGENCY NO. 65 — DEPARTMENT OF ADMINISTRATIVE SERVICES

Program No. 685 - Office of the Nebraska Capitol Commission

	FY2017-18	FY2018-19
GENERAL FUND	4,187,329	4,126,095

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~~GENERAL FUND~~	~~4,272,785~~	~~4,298,016~~
CASH FUND	133,804	140,064
REVOLVING FUND	4,750	4,750
PROGRAM TOTAL	4,325,883	4,270,909
~~PROGRAM TOTAL~~	~~4,411,339~~	~~4,442,830~~
SALARY LIMIT	1,362,050	1,372,897

The unexpended General Fund appropriation balance existing on June 30, 2017, less $11,520, is hereby reappropriated. It is the intent of the Legislature that any reappropriated balance be used for unexpected increases in utility expenses.

Sec. 118. Laws 2017, LB327, section 213, is amended to read:

Sec. 213. AGENCY NO. 67 — EQUAL OPPORTUNITY COMMISSION

Program No. 59 - Enforcement of Standards

	FY2017-18	FY2018-19
GENERAL FUND	1,246,488	1,234,635
~~GENERAL FUND~~	~~1,271,927~~	~~1,286,078~~
FEDERAL FUND est.	824,381	836,991
PROGRAM TOTAL	2,070,869	2,071,626
SALARY LIMIT	1,281,702	1,290,858
~~PROGRAM TOTAL~~	~~2,096,308~~	~~2,123,069~~
~~SALARY LIMIT~~	~~1,281,702~~	~~1,290,858~~

Sec. 119. Laws 2017, LB327, section 214, is amended to read:

Sec. 214. AGENCY NO. 68 — COMMISSION ON LATINO-AMERICANS

Program No. 537 - Commission on Latino-Americans

	FY2017-18	FY2018-19
GENERAL FUND	203,520	202,582
~~GENERAL FUND~~	~~207,673~~	~~211,023~~
CASH FUND	5,000	5,000
PROGRAM TOTAL	208,520	207,582
~~PROGRAM TOTAL~~	~~212,673~~	~~216,023~~

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SALARY LIMIT	135,920	136,943

Sec. 120. Laws 2017, LB327, section 215, is amended to read:

Sec. 215. AGENCY NO. 69 — NEBRASKA ARTS COUNCIL

Program No. 326 - Promotion and Development of the Arts

	FY2017-18	FY2018-19
GENERAL FUND	583,493	566,439
~~GENERAL FUND~~	~~595,401~~	~~590,041~~
CASH FUND	60,000	60,000
FEDERAL FUND est.	193,247	193,247
PROGRAM TOTAL	836,740	819,686
~~PROGRAM TOTAL~~	~~848,648~~	~~843,288~~
SALARY LIMIT	539,399	530,679

Sec. 121. Laws 2017, LB327, section 216, is amended to read:

Sec. 216. AGENCY NO. 69 — NEBRASKA ARTS COUNCIL

Program No. 327 - Aid to the Arts

	FY2017-18	FY2018-19
GENERAL FUND	924,208	905,346
~~GENERAL FUND~~	~~943,069~~	~~943,069~~
FEDERAL FUND est.	545,800	545,800
PROGRAM TOTAL	1,470,008	1,451,146
~~PROGRAM TOTAL~~	~~1,488,869~~	~~1,488,869~~

There is included in the appropriation to this program for FY2017-18 $924,208 ~~$943,069~~ General Funds and $545,800 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $905,346 ~~$943,069~~ General Funds and $545,800 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 122. Laws 2017, LB327, section 218, is amended to read:

Sec. 218. AGENCY NO. 70 — FOSTER CARE REVIEW OFFICE

Program No. 116 - Foster Care Review Office

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	FY2017-18	FY2018-19
GENERAL FUND	1,844,271	1,829,309
~~GENERAL FUND~~	~~1,881,909~~	~~1,905,530~~
CASH FUND	5,700	5,700
FEDERAL FUND est.	433,692	441,607
PROGRAM TOTAL	2,283,663	2,276,616
~~PROGRAM TOTAL~~	~~2,321,301~~	~~2,352,837~~
SALARY LIMIT	1,465,277	1,476,130

Sec. 123. Laws 2017, LB327, section 221, is amended to read:

Sec. 221. AGENCY NO. 72 — DEPARTMENT OF ECONOMIC DEVELOPMENT

Program No. 601 - Community and Rural Development

	FY2017-18	FY2018-19
GENERAL FUND	756,205	724,099
~~GENERAL FUND~~	~~761,434~~	~~764,686~~
CASH FUND	11,914,648	11,921,850
FEDERAL FUND est.	20,729,708	20,742,482
PROGRAM TOTAL	33,400,561	33,388,431
~~PROGRAM TOTAL~~	~~33,405,790~~	~~33,429,018~~
SALARY LIMIT	1,176,533	1,184,848

There is included in the appropriation to this program for FY2017-18 $500,000 General Funds, $11,250,000 Cash Funds, and $18,841,043 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $470,000 ~~$500,000~~ General Funds, $11,250,000 Cash Funds, and $18,841,043 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the amount shown for FY2017-18 $500,000 General Funds to provide aid funding to development districts formed under sections 13-1901 to 13-1907. There is included in the amount shown for FY2018-19 $470,000 ~~$500,000~~ General Funds to provide aid funding to

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development districts formed under sections 13-1901 to 13-1907.

Sec. 124. Laws 2017, LB327, section 222, is amended to read:

Sec. 222. AGENCY NO. 72 — DEPARTMENT OF ECONOMIC DEVELOPMENT

Program No. 603 - Industrial Recruitment

	FY2017-18	FY2018-19
GENERAL FUND	10,735,121	10,517,673
~~GENERAL FUND~~	~~10,953,185~~	~~11,005,909~~
CASH FUND	10,397,287	10,398,240
FEDERAL FUND est.	496,971	496,971
PROGRAM TOTAL	21,629,379	21,412,884
~~PROGRAM TOTAL~~	~~21,847,443~~	~~21,901,120~~
SALARY LIMIT	2,690,127	2,711,182

There is included in the appropriation to this program for FY2017-18 $6,195,776 ~~$6,321,200~~ General Funds, $9,897,194 Cash Funds, and $249,341 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $6,020,352 ~~$6,321,200~~ General Funds, $9,897,194 Cash Funds, and $249,341 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $250,000 General Funds for the Nebraska Developing Youth Talent Initiative, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $250,000 General Funds for the Nebraska Developing Youth Talent Initiative, which shall only be used for such purpose. The department shall establish a separate budget subprogram to account for the expenditure of funds appropriated for the Nebraska Developing Youth Talent Initiative. It is the intent of the Legislature that the Department of Economic Development shall select up to two industry partners or industry consortiums each fiscal year from the manufacturing and information technology sectors to participate in the initiative, which shall be in collaboration with public schools. The

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initiative shall be designed to reach students beginning in the seventh and eighth grades. At least one industry partner selected to participate in the initiative shall be from a county that has a population of less than one hundred thousand inhabitants. An annual evaluation report detailing the outcomes of the initiative shall be provided to the Legislature electronically and to the Governor, not later than September 15th each year.

Sec. 125. Laws 2017, LB327, section 227, is amended to read:

Sec. 227. AGENCY NO. 76 — COMMISSION ON INDIAN AFFAIRS

Program No. 584 - Indian Affairs

	FY2017-18	FY2018-19
GENERAL FUND	221,308	220,923
~~GENERAL FUND~~	~~225,825~~	~~230,128~~
CASH FUND	20,000	20,000
PROGRAM TOTAL	241,308	240,923
~~PROGRAM TOTAL~~	~~245,825~~	~~250,128~~
SALARY LIMIT	155,267	156,371

Sec. 126. Laws 2017, LB327, section 228, is amended to read:

Sec. 228. AGENCY NO. 77 — COMMISSION OF INDUSTRIAL RELATIONS

Program No. 490 - Commissioner Expenses

	FY2017-18	FY2018-19
GENERAL FUND	64,331	63,018
PROGRAM TOTAL	64,331	63,018
~~GENERAL FUND~~	~~65,644~~	~~65,644~~
~~PROGRAM TOTAL~~	~~65,644~~	~~65,644~~
SALARY LIMIT	61,000	61,000

Sec. 127. Laws 2017, LB327, section 229, is amended to read:

Sec. 229. AGENCY NO. 77 — COMMISSION OF INDUSTRIAL RELATIONS

Program No. 531 - Administration

	FY2017-18	FY2018-19

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GENERAL FUND	253,163	251,349
PROGRAM TOTAL	253,163	251,349
~~GENERAL FUND~~	~~258,330~~	~~261,822~~
~~PROGRAM TOTAL~~	~~258,330~~	~~261,822~~
SALARY LIMIT	140,632	141,690

Sec. 128. Laws 2017, LB327, section 230, is amended to read:

Sec. 230. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 150 - Juvenile Services Act

	FY2017-18	FY2018-19
GENERAL FUND	697,818	685,080
PROGRAM TOTAL	697,818	685,080
~~GENERAL FUND~~	~~712,059~~	~~713,625~~
~~PROGRAM TOTAL~~	~~712,059~~	~~713,625~~
SALARY LIMIT	67,119	67,625

There is included in the appropriation to this program for FY2017-18 $576,056 ~~$587,812~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $564,300 ~~$587,812~~ General Funds for state aid, which shall only be used for such purpose.

Sec. 129. Laws 2017, LB327, section 231, is amended to read:

Sec. 231. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 155 - County Juvenile Services Aid

	FY2017-18	FY2018-19
GENERAL FUND	7,160,846	7,019,099
PROGRAM TOTAL	7,160,846	7,019,099
~~GENERAL FUND~~	~~7,306,986~~	~~7,311,561~~
~~PROGRAM TOTAL~~	~~7,306,986~~	~~7,311,561~~
SALARY LIMIT	226,991	228,699

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There is included in the appropriation to this program for FY2017-18 $6,174,000 ~~$6,300,000~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $6,048,000 ~~$6,300,000~~ General Funds for state aid, which shall only be used for such purpose.

Sec. 130. Laws 2017, LB327, section 232, is amended to read:

Sec. 232. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 198 - Central Administration

	FY2017-18	FY2018-19
GENERAL FUND	977,980	964,378
~~GENERAL FUND~~	~~997,939~~	~~1,004,560~~
CASH FUND	41,689	42,175
FEDERAL FUND est.	5,497,054	5,503,858
PROGRAM TOTAL	6,516,723	6,510,411
SALARY LIMIT	666,007	641,092
~~PROGRAM TOTAL~~	~~6,536,682~~	~~6,550,593~~
~~SALARY LIMIT~~	~~636,125~~	~~641,092~~

There is included in the appropriation to this program for FY2017-18 $503,188 ~~$513,457~~ General Funds and $4,520,673 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $492,919 ~~$513,457~~ General Funds and $4,520,673 Federal Funds estimate for state aid, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $62,000 General Funds and $194,233 Federal Funds estimate from the federal Victims of Crime Act of 1984 to operate a victim notification system, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $62,000 General Funds and $194,233 Federal Funds estimate from the federal Victims of Crime Act of 1984 to operate a victim notification system, which shall only be used

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for such purpose.

The budget division of the Department of Administrative Services shall administratively transfer Salary Limits among Programs 150, 155, 198, 201, 215, and 220 within Agency 78, upon written certification by the director that the Nebraska Commission on Law Enforcement and Criminal Justice has determined that such transfer is necessary for the efficient functioning of agency operations.

Sec. 131. Laws 2017, LB327, section 233, is amended to read:

Sec. 233. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 199 - Nebraska Law Enforcement Training Center

	FY2017-18	FY2018-19
GENERAL FUND	2,070,288	2,074,398
~~GENERAL FUND~~	~~2,070,288~~	~~2,077,851~~
CASH FUND	909,225	918,882
FEDERAL FUND est.	61,235	61,789
PROGRAM TOTAL	3,040,748	3,055,069
~~PROGRAM TOTAL~~	~~3,040,748~~	~~3,058,522~~
SALARY LIMIT	909,702	916,548

The unexpended General Fund appropriation balance existing on June 30, 2017, less $5,766, is hereby reappropriated.

There is included in the appropriation to this program for FY2017-18 $916,523 General Funds for Training Center building rental charges to be paid to the state building division of the Department of Administrative Services, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $916,523 General Funds for Training Center building rental charges to be paid to the state building division of the Department of Administrative Services, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $465,875 General Funds for the annual depreciation charge to be paid to

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the state building division of the Department of Administrative Services, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $465,875 General Funds for the annual depreciation charge to be paid to the state building division of the Department of Administrative Services, which shall only be used for such purpose.

All food service charges for students shall be separate and distinct from tuition and fee charges assessed, and such food service charges shall not be included or commingled for purposes of establishing annual tuition and fee rates.

Any rules, regulations, or operating instructions adopted by the Nebraska Commission on Law Enforcement and Criminal Justice shall be consistent with the provisions of this section.

Sec. 132. Laws 2017, LB327, section 234, is amended to read:

Sec. 234. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 201 - Victim-Witness Assistance

	FY2017-18	FY2018-19
GENERAL FUND	161,926	158,621
~~GENERAL FUND~~	~~165,230~~	~~165,230~~
FEDERAL FUND est.	12,200,460	12,205,750
PROGRAM TOTAL	12,362,386	12,364,371
~~PROGRAM TOTAL~~	~~12,365,690~~	~~12,370,980~~
SALARY LIMIT	233,097	234,851

There is included in the appropriation to this program for FY2017-18 $51,508 ~~$52,559~~ General Funds and $11,172,294 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $50,457 ~~$52,559~~ General Funds and $11,172,294 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 133. Laws 2017, LB327, section 235, is amended to read:

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Sec. 235. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 202 - Crime Victims' Reparations

	FY2017-18	FY2018-19
GENERAL FUND	27,280	26,724
~~GENERAL FUND~~	~~27,837~~	~~27,837~~
CASH FUND	253,474	253,474
FEDERAL FUND est.	128,400	128,400
PROGRAM TOTAL	409,154	408,598
~~PROGRAM TOTAL~~	~~409,711~~	~~409,711~~
SALARY LIMIT	-0-	-0-

There is included in the appropriation to this program for FY2017-18 $19,600 ~~$20,000~~ General Funds, $253,474 Cash Funds, and $121,980 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $19,200 ~~$20,000~~ General Funds, $253,474 Cash Funds, and $121,980 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 134. Laws 2017, LB327, section 236, is amended to read:

Sec. 236. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 203 - Jail Standards Board

	FY2017-18	FY2018-19
GENERAL FUND	312,483	309,531
PROGRAM TOTAL	312,483	309,531
~~GENERAL FUND~~	~~318,860~~	~~322,428~~
~~PROGRAM TOTAL~~	~~318,860~~	~~322,428~~
SALARY LIMIT	195,638	197,111

Sec. 135. Laws 2017, LB327, section 237, is amended to read:

Sec. 237. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 204 - Office of Violence Prevention

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	FY2017-18	FY2018-19
GENERAL FUND	433,498	425,746
~~GENERAL FUND~~	~~442,345~~	~~443,485~~
CASH FUND	35,500	35,500
PROGRAM TOTAL	468,998	461,246
~~PROGRAM TOTAL~~	~~477,845~~	~~478,985~~
SALARY LIMIT	56,383	56,807

There is included in the appropriation to this program for FY2017-18 $343,000 ~~$350,000~~ General Funds and $25,000 Cash Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $336,000 ~~$350,000~~ General Funds and $25,000 Cash Funds for state aid, which shall only be used for such purpose.

Sec. 136. Laws 2017, LB327, section 239, is amended to read:

Sec. 239. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 215 - Criminal Justice Information System

	FY2017-18	FY2018-19
GENERAL FUND	155,041	152,700
~~GENERAL FUND~~	~~158,205~~	~~159,062~~
FEDERAL FUND est.	593,050	595,283
PROGRAM TOTAL	748,091	747,983
~~PROGRAM TOTAL~~	~~751,255~~	~~754,345~~
SALARY LIMIT	153,884	155,041

The unexpended General Fund appropriation balance existing on June 30, 2017, less $1,250, is hereby reappropriated.

Funds appropriated to this program shall be used to support criminal justice information systems projects for state law enforcement agencies and to assist with the sharing of criminal justice information by federal, state, and local agencies.

Sec. 137. Laws 2017, LB327, section 240, is amended to read:

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Sec. 240. AGENCY NO. 78 — NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

Program No. 220 - Community Corrections Division

	FY2017-18	FY2018-19
GENERAL FUND	265,109	262,405
~~GENERAL FUND~~	~~270,519~~	~~273,339~~
CASH FUND	634,336	635,487
PROGRAM TOTAL	899,445	897,892
~~PROGRAM TOTAL~~	~~904,855~~	~~908,826~~
SALARY LIMIT	212,016	213,611

Sec. 138. Laws 2017, LB327, section 241, is amended to read:

Sec. 241. AGENCY NO. 81 — COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED

Program No. 357 - Blind and Visually Impaired

	FY2017-18	FY2018-19
GENERAL FUND	1,182,409	1,168,270
~~GENERAL FUND~~	~~1,206,540~~	~~1,216,948~~
CASH FUND	148,746	148,746
FEDERAL FUND est.	4,554,019	4,498,192
PROGRAM TOTAL	5,885,174	5,815,208
~~FEDERAL FUND est.~~	~~4,646,958~~	~~4,685,617~~
~~PROGRAM TOTAL~~	~~6,002,244~~	~~6,051,311~~
SALARY LIMIT	2,477,446	2,494,858

There is included in the appropriation to this program for FY2017-18 $212,552 ~~$216,890~~ General Funds, $10,000 Cash Funds, and $932,886 ~~$949,593~~ Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $208,214 ~~$216,890~~ General Funds, $10,000 Cash Funds, and $916,189 ~~$949,593~~ Federal Funds estimate for state aid, which shall only be used for such purpose.

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There is included in the appropriation to this program for FY2017-18 $128,250 General Funds and for FY2018-19 $128,250 General Funds for services for the older blind, which shall only be used for such purpose. It is the intent of the Legislature that services for the older blind be coordinated and integrated to the extent possible with services provided to the aged by other state agencies.

Sec. 139. Laws 2017, LB327, section 242, is amended to read:

Sec. 242. AGENCY NO. 82 — COMMISSION FOR THE DEAF AND HARD OF HEARING

Program No. 578 - Hearing Impaired

	FY2017-18	FY2018-19
GENERAL FUND	973,323	963,025
~~GENERAL FUND~~	~~993,187~~	~~1,003,151~~
CASH FUND	16,600	16,600
PROGRAM TOTAL	989,923	979,625
~~PROGRAM TOTAL~~	~~1,009,787~~	~~1,019,751~~
SALARY LIMIT	658,404	662,612

Of the General Fund balance remaining on June 30, 2017, $97,815 ~~$100,000~~ is hereby reappropriated.

Sec. 140. Laws 2017, LB327, section 243, is amended to read:

Sec. 243. AGENCY NO. 83 — AID TO COMMUNITY COLLEGES

Program No. 151 - Aid to Community Colleges

	FY2017-18	FY2018-19
GENERAL FUND	98,317,683	96,315,999
PROGRAM TOTAL	98,317,683	96,315,999
~~GENERAL FUND~~	~~100,324,166~~	~~99,329,166~~
~~PROGRAM TOTAL~~	~~100,324,166~~	~~99,329,166~~

There is included in the appropriation to this program for FY2017-18 $98,317,683 ~~$100,324,166~~ General Funds for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $96,315,999 ~~$99,329,166~~ General Funds for state

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aid, which shall only be used for such purpose.

Sec. 141. Laws 2017, LB327, section 244, is amended to read:

Sec. 244. AGENCY NO. 84 — DEPARTMENT OF ENVIRONMENTAL QUALITY

Program No. 513 - Environmental Quality

	FY2017-18	FY2018-19
GENERAL FUND	3,604,932	3,577,682
~~GENERAL FUND~~	~~3,994,702~~	~~4,042,952~~
CASH FUND	33,606,467	33,701,904
FEDERAL FUND est.	16,714,225	16,802,681
PROGRAM TOTAL	53,925,624	54,082,267
~~PROGRAM TOTAL~~	~~54,315,394~~	~~54,547,537~~
SALARY LIMIT	12,852,242	12,948,572

The Department of Administrative Services shall monitor the appropriations and expenditures for this program according to the following program classifications:

No. 513 - Administration

No. 586 - Water Quality

No. 587 - Land Quality

No. 588 - Air Quality

There is included in the appropriation to this program for FY2017-18 ~~$316,200 General Funds,~~ $16,145,601 Cash Funds~~,~~ and $265,000 Federal Funds estimate for state aid, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 ~~$316,200 General Funds,~~ $16,145,601 Cash Funds~~,~~ and $265,000 Federal Funds estimate for state aid, which shall only be used for such purpose.

Sec. 142. Laws 2017, LB327, section 247, is amended to read:

Sec. 247. AGENCY NO. 85 — PUBLIC EMPLOYEES RETIREMENT BOARD

Program No. 41 - Administration of Retirement Systems and Deferred Compensation

	FY2017-18	FY2018-19
CASH FUND	5,552,342	5,614,565

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PROGRAM TOTAL	5,552,342	5,614,565
SALARY LIMIT	2,395,114	2,374,023
~~SALARY LIMIT~~	~~2,357,029~~	~~2,374,023~~

Sec. 143. Laws 2017, LB327, section 249, is amended to read:

Sec. 249. AGENCY NO. 85 — PUBLIC EMPLOYEES RETIREMENT BOARD

Program No. 515 - Public Employees Retirement

	FY2017-18	FY2018-19
GENERAL FUND	48,588,600	52,698,171
PROGRAM TOTAL	48,588,600	52,698,171
~~GENERAL FUND~~	~~48,588,600~~	~~52,179,000~~
~~PROGRAM TOTAL~~	~~48,588,600~~	~~52,179,000~~

There is included in the appropriation to this program for FY2017-18 $38,039,347 General Funds to provide additional funding to the School Employees Retirement System of the State of Nebraska, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $39,339,378 ~~$38,300,000~~ General Funds to provide additional funding to the School Employees Retirement System of the State of Nebraska, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $7,888,981 General Funds to provide additional funding to the Class V School Employees Retirement System, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $8,353,745 ~~$8,000,000~~ General Funds to provide additional funding to the Class V School Employees Retirement System, which shall only be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $2,541,558 General Funds to provide additional funding to the Nebraska State Patrol Retirement System, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $4,337,435 ~~$4,900,000~~ General Funds to provide additional funding to the Nebraska State Patrol Retirement System, which shall only

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be used for such purpose.

There is included in the appropriation to this program for FY2017-18 $118,714 General Funds to provide additional funding to the Nebraska Judges Retirement System, which shall only be used for such purpose. There is included in the appropriation to this program for FY2018-19 $667,613 ~~$979,000~~ General Funds to provide additional funding to the Nebraska Judges Retirement System, which shall only be used for such purpose.

Pursuant to section 84-1319.01, each state agency participating in the State Employees Retirement System of the State of Nebraska shall contribute an amount to the State Equal Retirement Benefit Fund to provide all similarly situated male and female members with equal benefits. It is the intent of the Legislature that the Public Employees Retirement Board notify each state agency of the amount to be paid to the fund for FY2017-18 and FY2018-19.

Sec. 144. Laws 2017, LB327, section 250, is amended to read:

Sec. 250. AGENCY NO. 86 — DRY BEAN COMMISSION

Program No. 137 - Dry Bean Commission

	FY2017-18	FY2018-19
CASH FUND	476,532	598,224
PROGRAM TOTAL	476,532	598,224
~~CASH FUND~~	~~476,532~~	~~498,224~~
~~PROGRAM TOTAL~~	~~476,532~~	~~498,224~~
SALARY LIMIT	51,056	51,380

Sec. 145. Laws 2017, LB327, section 251, is amended to read:

Sec. 251. AGENCY NO. 87 — NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

Program No. 94 - Nebraska Political Accountability

	FY2017-18	FY2018-19
GENERAL FUND	469,577	466,602
CASH FUND	462,779	245,102

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PROGRAM TOTAL	932,356	711,704
~~GENERAL FUND~~	~~479,160~~	~~486,044~~
~~CASH FUND~~	~~241,904~~	~~245,102~~
~~PROGRAM TOTAL~~	~~721,064~~	~~731,146~~
SALARY LIMIT	484,205	487,735

Sec. 146. Laws 2017, LB327, section 255, is amended to read:

Sec. 255. AGENCY NO. 93 — TAX EQUALIZATION AND REVIEW COMMISSION

Program No. 115 - Operations

	FY2017-18	FY2018-19
GENERAL FUND	843,687	838,186
~~GENERAL FUND~~	~~860,905~~	~~873,110~~
CASH FUND	45,000	45,000
PROGRAM TOTAL	888,687	883,186
~~PROGRAM TOTAL~~	~~905,905~~	~~918,110~~
SALARY LIMIT	602,709	607,244

Sec. 147. Laws 2017, LB327, section 260, is amended to read:

Sec. 260. CASH FUNDS.

The receipts for FY2017-18 and FY2018-19 inuring to the several Cash Funds, together with any amounts held in account by the State Treasurer on June 30, 2017, are hereby credited to each of the funds respectively.

Expenditure of Cash Funds appropriated in this act shall be limited to the amount shown by program except when specific exceptions are made. The amounts appropriated in this act include the following funds:

(1) Legislative Council: Nebraska Legislative Shared Information System Cash Fund, Donations/Contributions Cash Fund, Nebraska Health Care Cash Fund, Nebraska Statutes Cash Fund, Clerk of the Legislature Cash Fund, Biotechnology Development Cash Fund;

(2) Supreme Court: Supreme Court Reports Cash Fund, Court Appointed Special Advocate Fund, Nebraska Statutes Distribution Cash Fund, Supreme Court Attorney Services Cash Fund, Probation Program Cash Fund, Probation Cash Fund, State Probation Contractual Services Cash Fund, Dispute

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Resolution Cash Fund, Counsel for Discipline Cash Fund, Supreme Court Education Fund, Supreme Court Automation Cash Fund, Parenting Act Fund, Public Guardianship Cash Fund;

(3) Governor: Governor's Policy Research Cash Fund;

(4) Secretary of State: Nebraska Collection Agency Fund, Records Management Cash Fund, Secretary of State Administration Cash Fund, Uniform Commercial Code Cash Fund, Corporation Cash Fund, Election Administration Fund;

(5) Auditor of Public Accounts: Cooperative Audit Cash Fund;

(6) Attorney General: Motor Vehicle Fraud Cash Fund, Department of Justice Natural Resources Enforcement Fund, State Settlement Cash Fund, Nebraska Health Care Cash Fund, State Medicaid Fraud Control Unit Cash Fund;

(7) State Treasurer: State Treasurer Administrative Fund, Unclaimed Property Cash Fund, Mutual Finance Assistance Fund, College Savings Plan Administrative Fund, College Savings Plan Expense Fund, Convention Center Support Fund, State Disbursement Unit Cash Fund, Treasury Management Cash Fund, Sports Arena Facility Support Fund, Political Subdivision Recapture Cash Fund;

(8) State Department of Education: State Department of Education Cash Fund, Certification Fund, Professional Practices Commission Fund, Tax Equity and Educational Opportunities Fund, Education Innovation Fund, School Technology Fund, Tuition Recovery Cash Fund, Private Postsecondary Career Schools Cash Fund, Excellence in Teaching Cash Fund, School District Reorganization Fund, Early Childhood Education Endowment Cash Fund, Nebraska Education Improvement Fund, High School Equivalency Grant Fund, Expanded Learning Opportunity Grant Fund;

(9) Public Service Commission: Nebraska Grain Warehouse Surveillance Cash Fund, Nebraska Telecommunications Relay System Fund, Public Service Commission Housing and Recreational Vehicle Cash Fund, Nebraska Telecommunications Universal Service Fund, Nebraska Internet Enhancement

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Fund, Nebraska Competitive Telephone Marketplace Fund, Enhanced Wireless 911 Fund, Moisture Testing Examination Fund, Grain Warehouse Auditing Fund, Municipal Rate Negotiations Revolving Loan Fund, Public Service Commission Pipeline Regulation Fund, 911 Service System Fund, Transportation Network Company Regulation Cash Fund;

(10) Board of Parole: Parole Program Cash Fund;

(11) Department of Revenue: Department of Revenue Enforcement Fund, State Lottery Operation Cash Fund, Marijuana and Controlled Substances Tax Administration Cash Fund, Waste Reduction and Recycling Incentive Fees Collection Fund, Petroleum Release Remedial Action Collection Fund, Litter Fee Collection Fund, Severance Tax Administration Fund, Department of Revenue Miscellaneous Receipts Fund, Charitable Gaming Operations Fund, Tobacco Products Administration Cash Fund, Nebraska Incentives Fund, Motor Fuel Tax Enforcement and Collection Cash Fund, Nebraska Health Care Cash Fund, State Athletic Commissioner's Cash Fund, Department of Revenue Property Assessment Division Cash Fund, Property Tax Credit Cash Fund, Nebraska Advantage Transformational Tourism and Redevelopment Act Cash Fund, Airline and Carline Cash Fund, Compulsive Gamblers Assistance Fund;

(12) Department of Aeronautics: Department of Aeronautics Cash Fund;

(13) Department of Agriculture: Fertilizers and Soil Conditioners Administrative Fund, Commercial Feed Administration Cash Fund, Pure Milk Cash Fund, Soil and Plant Analysis Laboratory Cash Fund, Livestock Auction Market Fund, Nebraska Potato Development Fund, Graded Egg Fund, Weights and Measures Administrative Fund, Nebraska Poultry and Egg Development, Utilization, and Marketing Fund, Agricultural Products Marketing Information Cash Fund, Manufacturing Milk Cash Fund, Pure Food Cash Fund, Nebraska Agricultural Products Marketing Cash Fund, State Apiary Cash Fund, Pseudorabies Control Cash Fund, Weed Book Cash Fund, Pesticide Administrative Cash Fund, Nebraska Seed Administrative Cash Fund, Plant Protection and Plant Pest Cash Fund, Tractor Permit Cash

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Fund, Nebraska Origin and Premium Quality Grain Cash Fund, Animal Damage Control Cash Fund, Noxious Weed Cash Fund, Buffer Strip Incentive Fund, Winery and Grape Producers Promotional Fund, Commercial Dog and Cat Operator Inspection Program Cash Fund, Domesticated Cervine Animal Cash Fund, Anthrax Control Act Cash Fund, Noxious Weed and Invasive Plant Species Assistance Fund, Agricultural Laboratory Testing Services Cash Fund, Agricultural Suppliers Lease Protection Cash Fund, Nebraska Beer Industry Promotional Fund;

(14) Department of Banking and Finance: Financial Institution Assessment Cash Fund, Securities Act Cash Fund, Department of Banking and Finance Settlement Cash Fund;

(15) State Fire Marshal: Nebraska Natural Gas Pipeline Safety Cash Fund, State Fire Marshal Cash Fund, Underground Storage Tank Fund, Training Division Cash Fund, Reduced Cigarette Ignition Propensity Fund;

(16) Department of Insurance: Department of Insurance Cash Fund;

(17) Department of Labor: Employment Security Special Contingent Fund, Boiler Inspection Cash Fund, Mechanical Safety Inspection Fund, Nebraska Training and Support Cash Fund, Contractor and Professional Employer Organization Registration Cash Fund, Sector Partnership Program Fund;

(18) Department of Motor Vehicles: Motor Carrier Division Cash Fund, Department of Motor Vehicles Cash Fund, Department of Motor Vehicles Ignition Interlock Fund, License Plate Cash Fund;

(19) Department of Health and Human Services: Health and Human Services Cash Fund, Veterans' Home Building Fund, Institution Cash Fund, Small Business Enterprises Cash Fund, School District Reimbursement Fund, Nebraska Child Abuse Prevention Fund, Nebraska Health Care Cash Fund, Children's Health Insurance Cash Fund, Childhood Care Cash Fund, University of Nebraska Medical Center Medical Education Revolving Fund, Behavioral Health Services Fund, Health and Human Services Reimbursement Fund, Professional and Occupational Credentialing Cash Fund, Rural Health

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Professional Incentive Fund, Organ and Tissue Donor Awareness and Education Fund, Prescription Drug Monitoring Program Fund;

(20) Department of Roads: Highway Cash Fund, Grade Crossing Protection Fund, State Recreation Road Fund, Roads Operations Cash Fund, State Highway Capital Improvement Fund, Transportation Infrastructure Bank Fund, Aeronautics Cash Fund;

(21) Department of Veterans' Affairs: Veteran Cemetery Construction Fund, Nebraska Veteran Cemetery System Operation Fund, Department of Veterans' Affairs Cash Fund;

(22) Department of Natural Resources: Water Resources Cash Fund, Small Watersheds Flood Control Fund, Nebraska Resources Development Fund, Nebraska Soil and Water Conservation Fund, Natural Resources Water Quality Fund, Water Well Decommissioning Fund, Carbon Sequestration Assessment Cash Fund, Water Resources Trust Fund, Department of Natural Resources Cash Fund, Water Sustainability Fund, Critical Infrastructure Facilities Cash Fund;

(23) State Electrical Board: Electrical Division Fund;

(24) Military Department: Military Department Cash Fund, Governor's Emergency Cash Fund, Nebraska Emergency Management Agency Cash Fund, Nebraska Emergency Planning and Community Right to Know Cash Fund, Joint Operations Center Cash Fund;

(25) Board of Educational Lands and Funds: Surveyors' Cash Fund, Board of Educational Lands and Funds Cash Fund, Survey Record Repository Fund;

(26) Game and Parks Commission: State Game Fund, State Park Cash Revolving Fund, Nebraska Habitat Fund, Nebraska Aquatic Habitat Fund, Nebraska Snowmobile Trail Cash Fund, Nebraska Outdoor Recreation Development Cash Fund, Wildlife Conservation Fund, Nebraska Environmental Trust Fund, Cowboy Trail Fund, Game Law Investigation Cash Fund, Niobrara Council Fund, Nebraska Environmental Endowment Fund, Ferguson House Fund, Nebraska Youth Conservation Program Fund, Hunters Helping the Hungry Cash

Fund, Game and Parks Commission Capital Maintenance Fund, Game and Parks State Park Improvement and Maintenance Fund, Game and Parks Commission Educational Fund;

(27) Nebraska Library Commission: Nebraska Library Commission Cash Fund;

(28) Nebraska Liquor Control Commission: Nebraska Liquor Control Commission Rule and Regulation Cash Fund;

(29) State Racing Commission: Racing Commission's Cash Fund, Track Distribution Fund;

(30) Nebraska Workers' Compensation Court: Compensation Court Cash Fund;

(31) Nebraska Brand Committee: Nebraska Brand Inspection and Theft Prevention Fund;

(32) Nebraska Motor Vehicle Industry Licensing Board: Nebraska Motor Vehicle Industry Licensing Fund;

(33) State Real Estate Commission: State Real Estate Commission's Fund;

(34) Board of Barber Examiners: Board of Barber Examiners Fund;

(35) Department of Correctional Services: Department of Correctional Services Facility Cash Fund, Reentry Cash Fund, Vocational and Life Skills Programming Fund;

(36) Nebraska Educational Telecommunications Commission: State Educational Telecommunications Fund, NEB*SAT Cash Fund;

(37) Coordinating Commission for Postsecondary Education: Coordinating Commission for Postsecondary Education Cash Fund, Nebraska Opportunity Grant Fund;

(38) Nebraska State Colleges: Chadron Cash Fund, Peru Cash Fund, Wayne Cash Fund, Chadron State College Designated Cash Fund, Peru State College Designated Cash Fund, Wayne State College Designated Cash Fund, Board of Trustees Cash Fund, State Colleges Sport Facilities Cash Fund;

(39) University of Nebraska: Financial Literacy Cash Fund,

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University Cash Fund, Temporary University Fund, University of Nebraska at Omaha Cash Fund, University of Nebraska Medical Center Cash Fund, University of Nebraska at Kearney Cash Fund, University of Nebraska Central Administration Designated Cash Fund, University of Nebraska-Lincoln Designated Cash Fund, University of Nebraska at Omaha Designated Cash Fund, University of Nebraska Medical Center Designated Cash Fund, University of Nebraska at Kearney Designated Cash Fund, State Anatomical Board Cash Fund;

(40) Nebraska State Fair Board: Nebraska State Fair Support and Improvement Cash Fund;

(41) Real Property Appraiser Board: Real Property Appraiser Fund, Appraisal Management Company Fund;

(42) Nebraska State Historical Society: Historical Society Fund, Historical Landmark Cash Fund, Nebraska Job Creation and Mainstreet Revitalization Fund, Nebraska 150 Sesquicentennial Plate Proceeds Fund;

(43) Nebraska Wheat Development, Utilization, and Marketing Board: Nebraska Wheat Development, Utilization, and Marketing Fund;

(44) Nebraska Oil and Gas Conservation Commission: Oil and Gas Conservation Fund;

(45) Board of Engineers and Architects: Engineers and Architects Regulation Fund;

(46) Board of Geologists: Geologists Regulation Fund;

(47) Nebraska Ethanol Board: Agricultural Alcohol Fuel Tax Fund, Ethanol Production Incentive Cash Fund;

(48) Nebraska Dairy Industry Development Board: Nebraska Dairy Industry Development Fund;

(49) State Board of Examiners for Land Surveyors: Land Surveyor Examiner's Fund;

(50) Nebraska State Board of Public Accountancy: Certified Public Accountants Fund;

(51) Nebraska State Patrol: Nebraska State Patrol Cash Fund,

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Investigation Petty Cash Fund, Carrier Enforcement Cash Fund, Nebraska State Patrol Drug Control and Education Cash Fund, Public Safety Cash Fund, Nebraska State Patrol Vehicle Replacement Cash Fund, Nebraska Public Safety Communication System Cash Fund, Combined Law Enforcement Information Network Cash Fund, State DNA Sample and Database Fund, Treasury Agency Forfeitures Cash Fund;

(52) Department of Administrative Services: Building Renewal Allocation Fund, State Building Renewal Assessment Fund, University Building Renewal Assessment Fund, State College Building Renewal Assessment Fund, Capitol Restoration Cash Fund, Vacant Building and Excess Land Cash Fund, Resource Recovery Fund, Tort Claims Fund, Information Technology Infrastructure Fund, Health and Life Benefit Administration Cash Fund, World Day on the Mall Cash Fund, Accounting Division Cash Fund;

(53) Abstracters Board of Examiners: Abstracters Board of Examiners Cash Fund;

(54) Commission on Latino-Americans: Hispanic Awareness Cash Fund, Commission on Latino-Americans Cash Fund;

(55) Nebraska Arts Council: Nebraska Arts Council Cash Fund, Nebraska Arts and Humanities Cash Fund;

(56) Foster Care Review Office: Foster Care Review Office Cash Fund;

(57) State Energy Office: State Energy Office Cash Fund, Clean-burning Motor Fuel Development Fund;

(58) Department of Economic Development: Nebraska Agricultural Products Research Fund, Job Training Cash Fund, Administrative Cash Fund, Affordable Housing Trust Fund, Comprehensive Housing Strategy Cash Fund, Economic Development Cash Fund, Civic and Community Center Financing Fund;

(59) State Board of Landscape Architects: State Board of Landscape Architects Cash Fund;

(60) Nebraska Power Review Board: Nebraska Power Review Fund;

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(61) Nebraska Investment Council: State Investment Officer's Cash Fund;

(62) Nebraska Commission on Law Enforcement and Criminal Justice: Nebraska Law Enforcement Training Center Cash Fund, Law Enforcement Improvement Fund, Victim's Compensation Fund, Community Corrections Uniform Data Analysis Cash Fund, Violence Prevention Cash Fund;

(63) Commission for the Blind and Visually Impaired: Commission for the Blind and Visually Impaired Cash Fund;

(64) Commission for the Deaf and Hard of Hearing: Commission for the Deaf and Hard of Hearing Fund;

(65) Department of Environmental Quality: Integrated Solid Waste Management Cash Fund, Nebraska Litter Reduction and Recycling Fund, Department of Environmental Quality Cash Fund, Chemigation Costs Fund, Low-Level Radioactive Waste Cash Fund, Petroleum Products and Hazardous Substances Storage and Handling Fund, Petroleum Release Remedial Action Cash Fund, Wastewater Treatment Operator Certification Cash Fund, Local Site Selection Cash Fund, Local Monitoring Committee Cash Fund, Waste Reduction and Recycling Incentive Fund, Wastewater Treatment Facilities Construction Loan Fund, Remedial Action Plan Monitoring Fund, Livestock Waste Management Cash Fund, Drinking Water Administration Fund, Clean Air Title V Cash Fund, Air Quality Permit Cash Fund, Superfund Cost Share Cash Fund, Private Onsite Wastewater Treatment System Certification and Registration Cash Fund, Solid Waste Landfill Closure Assistance Fund, Private Onsite Wastewater Treatment System Permit and Approval Cash Fund;

(66) Public Employees Retirement Board: School Expense Fund, Judges Expense Fund, State Patrol Expense Fund, Deferred Compensation Expense Fund, State Employees Retirement System Expense Fund, County Employees Retirement System Expense Fund, State Cash Balance Expense Fund, County Cash Balance Expense Fund;

(67) Dry Bean Commission: Dry Bean Development, Utilization, Promotion, and Education Fund;

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(68) Nebraska Accountability and Disclosure Commission: Nebraska Accountability and Disclosure Commission Cash Fund;

(69) Corn Development, Utilization, and Marketing Board: Nebraska Corn Development, Utilization, and Marketing Fund;

(70) Community College Aid: Nebraska Community College Aid Cash Fund;

(71) Grain Sorghum Development, Utilization, and Marketing Board: Grain Sorghum Development, Utilization, and Marketing Fund;

(72) Tax Equalization and Review Commission: Tax Equalization and Review Commission Cash Fund;

(73) Commission on Public Advocacy: Legal Education for Public Service and Rural Practice Loan Repayment Assistance Fund, Commission on Public Advocacy Operations Cash Fund, Legal Aid and Services Fund, Civil Legal Services Fund;

(74) Commission on Indian Affairs: Commission on Indian Affairs Cash Fund, Designated Collection Fund, Native American Scholarship and Leadership Fund; and

(75) Nebraska Tourism Commission: State Visitors Promotion Cash Fund, Tourism Conference Cash Fund.

Sec. 148. Laws 2017, LB327, section 263, is amended to read:

Sec. 263. TRUST FUNDS.

The receipts for FY2017-18 and FY2018-19 inuring to the several trust funds, together with any amounts held in account by the State Treasurer on June 30, 2017, are hereby credited to each of the funds respectively, which funds are hereby appropriated for FY2017-18 and FY2018-19:

(1) Attorney General: State Settlement Trust Fund;

(2) State Treasurer: Highway Trust Fund, Highway Tax Trust Fund, Bessey Memorial Fund, Common School Fund, Highway Revenue Bonds Redemption Trust Fund, Revenue-Sharing Trust Fund, Michael B. Amos Educational Trust Fund, James M. Amos Educational Trust Fund, Excess

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Liability Fund, Insurance Investments Inc. Trust Fund, Financial Responsibility Act Trust Fund, Importing Dealers Trust Fund, Special Fuel Dealers Trust Fund, Nebraska Cultural Preservation Endowment Fund, College Savings Plan Program Fund, Escheat Trust Fund, life insurance corporation demutualization trust fund, ~~Excess Liability Fund,~~ Agricultural College Endowment Fund;

(3) State Department of Education: State Department of Education Trust Fund, temporary school fund;

(4) Public Service Commission: Public Service Commission Elevator Trust Fund;

(5) Department of Revenue: State Lottery Operation Trust Fund, State Lottery Prize Trust Fund, Municipal Equalization Fund;

(6) Department of Aeronautics: Department of Aeronautics Trust Fund;

(7) Department of Insurance: Premium and Retaliatory Tax Suspense Fund;

(8) Department of Labor: State Unemployment Insurance Trust Fund;

(9) Department of Motor Vehicles: Motor Vehicle Responsibility Act Fund;

(10) Department of Health and Human Services: Dormant Trust Funds, Institution Canteen Amusement Trust Funds, Alcoholism Contribution Trust Fund, Visual Impairment Trust Fund, Finance and Support Trust Fund, State Wards Accounts Trust Fund, Medically Handicapped Children Trust Fund, Store and Canteen Accounts Trust Fund, Welfare and Club Accounts Trust Fund, Juvenile Trust Fund, Nebraska Tobacco Settlement Trust Fund, Nebraska Medicaid Intergovernmental Trust Fund;

(11) Department of Roads: Aeronautics Trust Fund, Highway Restoration and Improvement Bond Fund;

(12) Department of Veterans' Affairs: Veterans' Aid Income Fund, Nebraska Veteran Cemetery System Endowment Fund;

(13) Board of Educational Lands and Funds: Nebraska Veterans' Aid Fund, Permanent University Fund, permanent school fund, Normal School

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Endowment Investment Fund, Agricultural Endowment Fund, Agricultural and University Land Lease Fund;

(14) Nebraska Library Commission: Nebraska Library Commission Trust Fund;

(15) Nebraska Workers' Compensation Court: Workers' Compensation Trust Fund;

(16) Department of Correctional Services: Store and Canteen Accounts Trust Fund, Welfare and Club Accounts Trust Fund, Inmate Trust Fund;

(17) Nebraska Educational Telecommunications Commission: Public Radio Nebraska Foundation Trust Fund, Nebraska Educational Telecommunications Trust Fund;

(18) Coordinating Commission for Postsecondary Education: Coordinating Commission for Postsecondary Education Trust Fund, SUN-MART Scholarship Trust Fund;

(19) Board of Trustees of the Nebraska State Colleges: State College Endowment Fund, Education Enhancement Trust Fund, LB 1100 Construction Trust Fund, Davis Scholarship Trust Fund;

(20) Nebraska State Colleges: Student Activity Trust Funds at Chadron, Peru, and Wayne State Colleges, Wayne State Bequests Trust Fund, Wayne State College Electronic Funds Transfer Loan Trust Fund, Peru State Construction Trust Fund;

(21) University of Nebraska: University Trust Fund, University of Nebraska at Omaha Trust Fund, University of Nebraska Medical Center Trust Fund, University of Nebraska at Kearney Trust Fund, University of Nebraska-Lincoln Federal Student Loan Trust Fund, University of Nebraska Medical Center Student Loan Trust Fund, University of Nebraska at Omaha Electronic Funds Transfer Trust Fund, University of Nebraska at Omaha Federal Student Loan Trust Fund, Deferred Maintenance Project Trust Fund, Nebraska College of Technical Agriculture at Curtis Scholarship Trust Fund, UNMC RHOP Loan Trust Fund, UNL Minority Students Scholarship Trust Fund, UNMC Capital and Program Reserve Trust Fund;

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(22) Nebraska State Historical Society: Hall of Fame Trust Fund, Library Archives Trust Fund, Nebraska State Historical Society Collections Trust Fund, Cheyenne Outbreak Barracks Trust Fund, Bridge Book Sale Trust Fund;

(23) Nebraska Oil and Gas Conservation Commission: Oil and Gas Conservation Trust Fund;

(24) Department of Administrative Services: Master Lease Program Trust Fund, NIS Operating Trust Fund, Flexible Spending Fund, State Employees Insurance Fund;

(25) Nebraska Arts Council: Nebraska Arts Council Trust Fund, Nebraska Cultural Preservation Endowment Fund;

(26) State Energy Office: Nebraska Energy Settlement Fund;

(27) Department of Environmental Quality: Hazardous Waste Sites Trust Fund, Leaking Underground Storage Tanks Trust Fund, Wastewater Treatment Facilities Construction Loan Fund, Drinking Water Facilities Loan Fund, Drinking Water State Revolving Fund, Recycled Principal Fund; and

(28) Public Employees Retirement Board: Annuity Reserve Fund, Nebraska Retirement Fund for Judges, Contingent Fund, School Employees Savings Fund, State Patrol Retirement Fund, School Employers Deposit Fund, Service Annuity Fund, Retired Teachers Supplementary Benefits Fund, State Equal Retirement Benefit Fund, County Equal Retirement Benefit Fund, County Employees Retirement Fund, Judges Contingent Trust Fund, State Patrol Contingent Trust Fund, School Operating Trust Fund, School Retirement Fund, State Cash Balance Retirement Fund, County Cash Balance Retirement Fund, Class V Retirement System Payment Processing Fund.

Sec. 149. Laws 2017, LB327, section 265, is amended to read:

Sec. 265. FUND LAPSES AND TRANSFERS.

The State Treasurer shall make the transfers specified in this section between funds, in the amounts indicated. Unless otherwise noted, transfers for FY2017-18 shall occur on July 1, 2017, or as soon

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thereafter as administratively possible, and transfers for FY2018-19 shall occur on July 1, 2018, or as soon thereafter as administratively possible. All agencies with administrative responsibilities for these funds shall assist the State Treasurer as needed in implementing the transfers.

(1) Transfers for FY2017-18 shall include:

(a) From the General Fund to the Nebraska State Patrol Cash Fund: $115,000 less the unexpended balance existing on June 30, 2017, in (i) the Nebraska State Patrol Cash Fund, (ii) the Investigation Petty Cash Fund, (iii) any special checking account or accounts used by the Nebraska State Patrol, and (iv) the possession of agency personnel involved in investigations, when the unexpended balances resulted from General Fund transfers to the Nebraska State Patrol Cash Fund or from General Fund appropriations. Any transfers made shall be subject to a final reconciliation of available investigation cash fund balances as of June 30, 2017, by the Nebraska State Patrol.

It is the intent of the Legislature that the Nebraska State Patrol have available a total of $115,000 from the General Fund for FY2017-18 to be used in making drug purchases, for enforcing Nebraska laws relating to felonies, for enforcing the Nebraska liquor laws, and for payment of investigative expenses;

(b) From the Tobacco Products Administration Cash Fund to the General Fund: $11,000,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(c) From the Charitable Gaming Operations Fund to the General Fund: $2,800,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(d) From the Securities Act Cash Fund to the General Fund: $7,500,000 on or before September 30, 2017, $7,500,000 on or before

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December 31, 2017, $7,500,000 on or before March 31, 2018, and $7,500,000 on or before June 30, 2018, on such dates as directed by the budget administrator of the budget division of the Department of Administrative Services;

(e) From the Health and Human Services Cash Fund to the University of Nebraska Eppley Institute for Research in Cancer and Allied Diseases Cash Fund: $500,000, pursuant to section 81-638;

(f) From the Department of Insurance Cash Fund to the General Fund: $4,125,000 on or before September 30, 2017, and $4,125,000 on or before March 31, 2018, on such dates as directed by the budget administrator of the budget division of the Department of Administrative Services;

(g) From the State Building Renewal Assessment Fund to the General Fund: $4,067,333 on or after June 15, 2018, but before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(h) From the Roads Operations Cash Fund to the Carrier Enforcement Cash Fund: $8,463,828, less the unexpended balance existing on June 30, 2017, in the Carrier Enforcement Cash Fund. Transfers shall be made in four equal quarterly amounts on or before July 15, October 15, January 15, and April 15;

(i) From the Petroleum Release Remedial Action Cash Fund to the Underground Storage Tank Fund: $50,000 on or before July 5, 2017;

(j) From the State Building Revolving Fund to the Capitol Security Revolving Fund: $770,948. Transfers shall be made in four equal quarterly amounts on or before July 15, October 15, January 15, and April 15.

Transfers shall be made to pay non-General-Fund costs associated with the operation of the state capitol security division of the Nebraska State Patrol;

(k) From the Highway Trust Fund to the Motor Fuel Tax Enforcement and Collection Cash Fund: $1,200,000. Transfers shall be made in twelve equal monthly amounts;

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(l) From the Highway Trust Fund to the Motor Carrier Division Cash Fund: Up to a maximum of $1,200,000. Transfers shall be made as required by the Department of Motor Vehicles to operate the Division of Motor Carrier Services;

(m) From the Civic and Community Center Financing Fund to the Department of Revenue Enforcement Fund: $43,900 on July 1, 2017, or as soon thereafter as administratively possible, as provided for in sections 13-2704 and 77-5601;

(n) From the Highway Trust Fund to the License Plate Cash Fund: $3,000,000. Transfers shall be made as required by the Department of Motor Vehicles to meet the expenditures of plate and sticker production;

(o) From the Flexible Spending Trust Fund to the Health and Life Benefit Administration Cash Fund: $140,000, except that if the total available unobligated balance of forfeitures in the Flexible Spending Trust Fund as of June 30, 2017, is less than $140,000, then the State Treasurer shall transfer the difference, not to exceed $140,000, from the State Employees Insurance Fund. Transfers shall be made to pay the costs associated with the administration of the Flexible Spending Account program;

(p) From the State Employees Insurance Fund to the Health and Life Benefit Administration Cash Fund: $1,151,814, less the June 30, 2017, unobligated Health and Life Benefit Administration Cash Fund balance;

(q) From the Severance Tax Fund to the Municipal Rate Negotiations Revolving Loan Fund: $10,000, pursuant to section 57-705;

(r) From the Severance Tax Fund to the State Energy Office Cash Fund: $300,000, pursuant to section 57-705. Transfers shall be made in twelve equal monthly amounts;

(s) From the Department of Motor Vehicles Cash Fund to the General Fund: $1,000,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

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(t) From the Department of Motor Vehicles Ignition Interlock Fund to the General Fund: $400,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(u) From the Petroleum Release Remedial Action Cash Fund to the General Fund: $1,200,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(v) From the Waste Reduction and Recycling Incentive Fund to the General Fund: $900,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(w) From the Records Management Cash Fund to the General Fund: $530,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(x) From the Nebraska Training and Support Cash Fund to the Sector Partnership Program Fund: $500,000 on or before July 15, 2017, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services;

(y) From the Nebraska Capital Construction Fund to the Capitol Restoration Cash Fund: $98,417 on or before June 30, 2018, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services;

(z) From the Uniform Commercial Code Cash Fund to the General Fund: $1,000,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(aa) From the Resource Recovery Fund to the General Fund: $100,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of

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Administrative Services;

(bb) From the Health Care Cash Fund to the Tobacco Enforcement Fund: $200,000 on or before June 30, 2018;

(cc) From the State Athletic Commissioner's Cash Fund to the General Fund: $200,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(dd) From the Energy Conservation Improvement Fund to the General Fund: $12,730 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(ee) From the Marijuana and Controlled Substances Tax Administration Cash Fund to the General Fund: $25,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(ff) From the Department of Revenue Enforcement Fund to the General Fund: $200,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(gg) From the Department of Revenue Property Assessment Division Cash Fund to the General Fund: $50,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(hh) From the Motor Fuel Tax Enforcement and Collection Cash Fund to the General Fund: $1,200,000 on or before June 15, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(ii) From the Civic and Community Center Financing Fund to the General Fund: $500,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

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(jj) From the Affordable Housing Trust Fund to the General Fund: $2,250,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(kk) From the Escheat Trust Fund to the General Fund: $1,400,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(ll) From the Treasury Management Cash Fund to the General Fund: $150,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services; ~~and~~

(mm) From the life insurance corporation demutualization trust fund to the General Fund: $400,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services; and ~~.~~

(nn) From the Records Management Cash Fund to the Secretary of State Administration Cash Fund: $40,000 on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

(2) Transfers for FY2018-19 shall include:

(a) From the General Fund to the Nebraska State Patrol Cash Fund: $115,000 less the unexpended balance existing on June 30, 2018, in (i) the Nebraska State Patrol Cash Fund, (ii) the Investigation Petty Cash Fund, (iii) any special checking account or accounts used by the Nebraska State Patrol, and (iv) the possession of agency personnel involved in investigations, when the unexpended balances resulted from General Fund transfers to the Nebraska State Patrol Cash Fund or from General Fund appropriations. Any transfers made shall be subject to a final reconciliation of available investigation cash fund balances as of June 30, 2018, by the Nebraska State Patrol.

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It is the intent of the Legislature that the Nebraska State Patrol have available a total of $115,000 from the General Fund for FY2018-19 to be used in making drug purchases, for enforcing Nebraska laws relating to felonies, for enforcing the Nebraska liquor laws, and for payment of investigative expenses;

(b) From the Tobacco Products Administration Cash Fund to the General Fund: $10,000,000 on or before June 15, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(c) From the Charitable Gaming Operations Fund to the General Fund: $800,000 on or before June 15, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(d) From the Securities Act Cash Fund to the General Fund: $8,000,000 on or before September 30, 2018, $8,000,000 on or before December 31, 2018, $8,000,000 on or before March 31, 2019, and $8,000,000 on or before June 30, 2019, on such dates as directed by the budget administrator of the budget division of the Department of Administrative Services;

(e) From the Health and Human Services Cash Fund to the University of Nebraska Eppley Institute for Research in Cancer and Allied Diseases Cash Fund: $500,000, pursuant to section 81-638;

(f) From the Department of Insurance Cash Fund to the General Fund: $7,625,000 ~~$4,625,000~~ on or before September 30, 2018, and $4,625,000 on or before March 31, 2019, on such dates as directed by the budget administrator of the budget division of the Department of Administrative Services;

(g) From the State Building Renewal Assessment Fund to the General Fund: $2,900,000 on or after June 15, 2019, but before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

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(h) From the Roads Operations Cash Fund to the Carrier Enforcement Cash Fund: $8,569,824. Transfers shall be made in four equal quarterly amounts on or before July 15, October 15, January 15, and April 15;

(i) From the Petroleum Release Remedial Action Cash Fund to the Underground Storage Tank Fund: $50,000 on or before July 5, 2018;

(j) From the State Building Revolving Fund to the Capitol Security Revolving Fund: $787,409. Transfers shall be made in four equal quarterly amounts on or before July 15, October 15, January 15, and April 15. Transfers shall be made to pay non-General-Fund costs associated with the operation of the state capitol security division of the Nebraska State Patrol;

(k) From the Highway Trust Fund to the Motor Fuel Tax Enforcement and Collection Cash Fund: $1,200,000, less the unobligated balance in the Motor Fuel Tax Enforcement and Collection Cash Fund on June 30, 2018. Transfers shall be made in twelve equal monthly amounts;

(l) From the Highway Trust Fund to the Motor Carrier Division Cash Fund: Up to a maximum of $1,200,000. Transfers shall be made as required by the Department of Motor Vehicles to operate the Division of Motor Carrier Services;

(m) From the Civic and Community Center Financing Fund to the Department of Revenue Enforcement Fund: $43,900 on July 1, 2018, or as soon thereafter as administratively possible, as provided for in sections 13-2704 and 77-5601;

(n) From the Highway Trust Fund to the License Plate Cash Fund: Up to a maximum of $2,400,000. Transfers shall be made as required by the Department of Motor Vehicles to meet the expenditures of plate and sticker production;

(o) From the Flexible Spending Trust Fund to the Health and Life Benefit Administration Cash Fund: $140,000, except that if the total available unobligated balance of forfeitures in the Flexible Spending Trust Fund as of June 30, 2018, is less than $140,000, then the State

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Treasurer shall transfer the difference, not to exceed $140,000, from the State Employees Insurance Fund. Transfers shall be made to pay the costs associated with the administration of the Flexible Spending Account program;

(p) From the State Employees Insurance Fund to the Health and Life Benefit Administration Cash Fund: $967,962;

(q) From the Severance Tax Fund to the Municipal Rate Negotiations Revolving Loan Fund: $10,000, pursuant to section 57-705;

(r) From the Severance Tax Fund to the State Energy Office Cash Fund: $300,000, pursuant to section 57-705. Transfers shall be made in twelve equal monthly amounts;

(s) From the Department of Motor Vehicles Ignition Interlock Fund to the General Fund: $150,000 on or before June 15, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(t) From the Records Management Cash Fund to the General Fund: $826,000 ~~$356,000~~ on or before June 15, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(u) From the Nebraska Training and Support Cash Fund to the Sector Partnership Program Fund: $500,000 on or before July 15, 2018, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services;

(v) From the Nebraska Capital Construction Fund to the Capitol Restoration Cash Fund: $104,677 on or before June 30, 2019, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services;

(w) From the Petroleum Release Remedial Action Cash Fund to the General Fund: $500,000 on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

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(x) From the Waste Reduction and Recycling Incentive Fund to the General Fund: $900,000 ~~$400,000~~ on or before June 15, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(y) From the Health Care Cash Fund to the Tobacco Enforcement Fund: $200,000 on or before June 30, 2019;

(z) From the Affordable Housing Trust Fund to the General Fund: $2,250,000 on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services; ~~and~~

(aa) From the Civic and Community Center Financing Fund to the General Fund: $500,000 on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services; ~~.~~

(bb) From the Municipal Rate Negotiations Revolving Loan Fund to the General Fund: $250,000 on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(cc) From the Records Management Cash Fund to the Secretary of State Administration Cash Fund: $40,000 on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(dd) From the Buffer Strip Incentive Fund to the General Fund: $50,000 on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services;

(ee) From the Small Watersheds Flood Control Fund to the General Fund: The unobligated June 30, 2018 balance, on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services; and

(ff) From the Chemigation Costs Fund to the General Fund: $50,000 on

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or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 150. Laws 2017, LB327, section 272, is amended to read:

Sec. 272. LIMITATION ON SALARIES, WAGES, AND PER DIEMS.

(1) For purposes of this act, (a) SALARY LIMIT shall mean total expenditures for permanent and temporary salaries and per diems and (b) total expenditures for permanent and temporary salaries and per diems shall mean all remuneration paid to employees treated as taxable compensation by the Internal Revenue Service or subject to social security coverage, specifically including payments accounted for as vacation, holidays, sick leave, military leave, funeral leave, maternity leave, administrative leave, compensatory time, deferred compensation, or any other similar form, and amounts withheld pursuant to law, but excluding state contributions for social security, retirement, and employee insurance plans.

(2) Total expenditures for permanent and temporary salaries and per diems shall be limited to the amount shown except when federal funds in excess of the amount shown are available and approved by the Governor. Expenditures for permanent and temporary salaries and per diems from such grants shall be in addition to the limitation on permanent and temporary salaries and per diems otherwise shown in this act. No agency shall request any state funds for continuation or replacement of any such personnel or activities in future budget requests. To the extent feasible, requests for increases in the limitation on permanent and temporary salaries and per diems shall be addressed to the Appropriations Committee of the Legislature when the Legislature is in session.

(3) Expenditures for permanent and temporary salaries resulting from awards made to employees under sections 81-1346 to 81-1354 shall be in addition to the limitations on permanent and temporary salaries and per diems otherwise shown in this act.

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(4) The limitation on expenditures for permanent and temporary salaries and per diems for FY2018-19 as enumerated in this act shall be the basis for continuation funding for each fiscal year of the succeeding biennium.

(5) The limitation on expenditures for permanent and temporary salaries and per diems for FY2017-18 shall be increased by certified encumbrance amounts from FY2016-17 for permanent and temporary salaries and per diems. The limitation on expenditures for permanent and temporary salaries and per diems for FY2018-19 shall be increased by certified encumbrance amounts from FY2017-18 for permanent and temporary salaries and per diems. Encumbered amounts shall be calculated in accordance with section 81-138.01.

(6) The limitation on expenditures for permanent and temporary salaries and per diems shall only apply to remuneration paid to state employees or per diem payments made to members of state boards or commissions.

(7) The budget administrator of the budget division of the Department of Administrative Services may administratively increase the limitation on expenditures for permanent and temporary salaries and per diems upon receipt of a request for such increase from the director of a state agency certifying the actual amount of the payment to a former employee of such agency, or his or her beneficiary upon the death of the employee, of accumulated vacation and sick leave pursuant to section 81-1325 and the rules and regulations of the State Personnel System governing such payments.

Sec. 151. Laws 2017, LB329, section 5, is amended to read:

Sec. 5. AGENCY NO. 5 — SUPREME COURT

Program No. 3 - Supreme Court Judges' Salaries

	FY2017-18	FY2018-19
GENERAL FUND	1,424,993	1,426,489
PROGRAM TOTAL	1,424,993	1,426,489

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~~GENERAL FUND~~	~~1,424,993~~	~~1,433,742~~
~~PROGRAM TOTAL~~	~~1,424,993~~	~~1,433,742~~
SALARY LIMIT	1,203,823	1,203,823

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 152. Laws 2017, LB329, section 6, is amended to read:

Sec. 6. AGENCY NO. 5 — SUPREME COURT

Program No. 4 - Court of Appeals Judges' Salaries

	FY2017-18	FY2018-19
GENERAL FUND	1,174,969	1,176,309
PROGRAM TOTAL	1,174,969	1,176,309
~~GENERAL FUND~~	~~1,174,969~~	~~1,182,806~~
~~PROGRAM TOTAL~~	~~1,174,969~~	~~1,182,806~~
SALARY LIMIT	980,257	980,257

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 153. Laws 2017, LB329, section 7, is amended to read:

Sec. 7. AGENCY NO. 5 — SUPREME COURT

Program No. 5 - Retired Judges' Salaries

	FY2017-18	FY2018-19
GENERAL FUND	72,436	72,436
PROGRAM TOTAL	72,436	72,436
SALARY LIMIT	69,832	69,832

The unexpended General Fund appropriation balance existing on June 30, 2017, less $5,601, is hereby reappropriated.

The unexpended General Fund appropriation balance existing on June 30, 2018, is hereby reappropriated.

The budget division of the Department of Administrative Services shall administratively transfer General Fund appropriations or Salary Limits or both among Programs 3, 4, 5, 6, 7, 52, 67, 420, 435, and 437

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within Agency 5, upon written certification by the State Court Administrator that the Nebraska Supreme Court has determined that such transfer is necessary for the efficient functioning of statewide court operations and the proper administration of justice.

Sec. 154. Laws 2017, LB329, section 8, is amended to read:

Sec. 8. AGENCY NO. 5 — SUPREME COURT

Program No. 6 - District and Juvenile Court Judges' Salaries

	FY2017-18	FY2018-19
GENERAL FUND	12,538,135	12,550,248
PROGRAM TOTAL	12,538,135	12,550,248
~~GENERAL FUND~~	~~12,538,135~~	~~12,608,991~~
~~PROGRAM TOTAL~~	~~12,538,135~~	~~12,608,991~~
SALARY LIMIT	10,658,135	10,658,135

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 155. Laws 2017, LB329, section 9, is amended to read:

Sec. 9. AGENCY NO. 5 — SUPREME COURT

Program No. 7 - County Court Judges' Salaries

	FY2017-18	FY2018-19
GENERAL FUND	10,617,567	10,628,216
PROGRAM TOTAL	10,617,567	10,628,216
~~GENERAL FUND~~	~~10,617,567~~	~~10,679,862~~
~~PROGRAM TOTAL~~	~~10,617,567~~	~~10,679,862~~
SALARY LIMIT	8,977,082	8,977,082

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 156. Laws 2017, LB329, section 10, is amended to read:

Sec. 10. AGENCY NO. 7 — GOVERNOR

Program No. 2 - Salary - Governor

	FY2017-18	FY2018-19

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GENERAL FUND	146,974	147,244
PROGRAM TOTAL	146,974	147,244
~~GENERAL FUND~~	~~146,974~~	~~148,555~~
~~PROGRAM TOTAL~~	~~146,974~~	~~148,555~~
SALARY LIMIT	105,000	105,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 157. Laws 2017, LB329, section 11, is amended to read:

Sec. 11. AGENCY NO. 8 — LIEUTENANT GOVERNOR

Program No. 8 - Salary - Lieutenant Governor

	FY2017-18	FY2018-19
GENERAL FUND	112,462	112,737
PROGRAM TOTAL	112,462	112,737
~~GENERAL FUND~~	~~112,462~~	~~114,073~~
~~PROGRAM TOTAL~~	~~112,462~~	~~114,073~~
SALARY LIMIT	75,000	75,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 158. Laws 2017, LB329, section 12, is amended to read:

Sec. 12. AGENCY NO. 9 — SECRETARY OF STATE

Program No. 9 - Salary - Secretary of State

	FY2017-18	FY2018-19
GENERAL FUND	117,920	118,116
PROGRAM TOTAL	117,920	118,116
~~GENERAL FUND~~	~~117,920~~	~~119,069~~
~~PROGRAM TOTAL~~	~~117,920~~	~~119,069~~
SALARY LIMIT	85,000	85,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 159. Laws 2017, LB329, section 13, is amended to read:

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Sec. 13. AGENCY NO. 10 — AUDITOR OF PUBLIC ACCOUNTS

Program No. 10 - Salary - Auditor of Public Accounts

	FY2017-18	FY2018-19
GENERAL FUND	99,012	122,635
PROGRAM TOTAL	99,012	122,635
~~GENERAL FUND~~	~~122,406~~	~~123,749~~
~~PROGRAM TOTAL~~	~~122,406~~	~~123,749~~
SALARY LIMIT	85,000	85,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 160. Laws 2017, LB329, section 14, is amended to read:

Sec. 14. AGENCY NO. 11 — ATTORNEY GENERAL

Program No. 11 - Attorney General's Salary

	FY2017-18	FY2018-19
GENERAL FUND	135,082	135,335
PROGRAM TOTAL	135,082	135,335
~~GENERAL FUND~~	~~135,082~~	~~136,560~~
~~PROGRAM TOTAL~~	~~135,082~~	~~136,560~~
SALARY LIMIT	95,000	95,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 161. Laws 2017, LB329, section 15, is amended to read:

Sec. 15. AGENCY NO. 12 — STATE TREASURER

Program No. 12 - Salary - State Treasurer

	FY2017-18	FY2018-19
GENERAL FUND	109,091	46,570
CASH FUND	-0-	80,125
PROGRAM TOTAL	109,091	126,695
~~GENERAL FUND~~	~~125,591~~	~~127,183~~
~~PROGRAM TOTAL~~	~~125,591~~	~~127,183~~

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SALARY LIMIT	85,000	85,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 162. Laws 2017, LB329, section 16, is amended to read:

Sec. 16. AGENCY NO. 14 — PUBLIC SERVICE COMMISSION

Program No. 14 - Salaries of Public Service Commissioners

	FY2017-18	FY2018-19
GENERAL FUND	490,438	491,013
PROGRAM TOTAL	490,438	491,013
~~GENERAL FUND~~	~~490,438~~	~~493,800~~
~~PROGRAM TOTAL~~	~~490,438~~	~~493,800~~
SALARY LIMIT	375,000	375,000

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 163. Laws 2017, LB329, section 17, is amended to read:

Sec. 17. AGENCY NO. 15 — BOARD OF PARDONS AND BOARD OF PAROLE

Program No. 320 - Board of Parole Salaries

	FY2017-18	FY2018-19
GENERAL FUND	570,787	574,969
PROGRAM TOTAL	570,787	574,969
~~GENERAL FUND~~	~~570,787~~	~~577,500~~
~~PROGRAM TOTAL~~	~~570,787~~	~~577,500~~
SALARY LIMIT	422,532	425,711

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

Sec. 164. Laws 2017, LB329, section 18, is amended to read:

Sec. 18. AGENCY NO. 16 — DEPARTMENT OF REVENUE

Program No. 13 - Salary - Tax Commissioner

	FY2017-18	FY2018-19
GENERAL FUND	210,554	163,398

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CASH FUND	-0-	49,061
PROGRAM TOTAL	210,554	212,459
~~GENERAL FUND~~	~~210,554~~	~~213,309~~
~~PROGRAM TOTAL~~	~~210,554~~	~~213,309~~
SALARY LIMIT	162,686	164,302

The unexpended appropriation balance in this program existing on June 30, 2018, is not reappropriated.

It is the intent of the Legislature that if the appropriation or the salary limit is insufficient in this program to meet anticipated expenditures, the Tax Commissioner shall request an additional appropriation or a higher salary limit, or both, from the Legislature by the usual deficit process. The appropriation or the salary limit shall not be administratively increased solely by the Department of Administrative Services without legislative authorization.

Sec. 165. Laws 2017, LB330, section 25, is amended to read:

Sec. 25. AGENCY NO. 46 — DEPARTMENT OF CORRECTIONAL SERVICES

Program No. 927 - Community Corrections Renovation and Expansion

	FY2017-18	FY2018-19	FUTURE
NEBRASKA CAPITAL			
CONSTRUCTION FUND	12,743,519	1,603,520	-0-
PROGRAM TOTAL	12,743,519	1,603,520	-0-
~~NEBRASKA CAPITAL~~			
~~CONSTRUCTION FUND~~	~~12,743,519~~	~~8,103,520~~	~~-0-~~
~~PROGRAM TOTAL~~	~~12,743,519~~	~~8,103,520~~	~~-0-~~

The Department of Correctional Services is hereby authorized to continue the design, construction, renovation, and repurposing of community corrections bed space at the department's Community Corrections Center facilities in Lincoln and Omaha.

Sec. 166. Laws 2017, LB330, section 42, is amended to read:

Sec. 42. There is hereby appropriated, unless otherwise specified, for FY2017-18 and for FY2018-19 from undisbursed balances existing on

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June 30, 2017, and on June 30, 2018, respectively, to each agency for each program from the respective funds for capital construction as follows:

(1) Agency No. 25 — Department of Health and Human Services

Program No. 919. The unexpended appropriation balances existing on June 30, 2017, from the respective funds in Program 904, less $2,300,000 from the Nebraska Capital Construction Fund, are hereby reappropriated for FY2017-18 to Agency No. 28 - Department of Veterans Affairs', Program 904. The unexpended appropriation balances existing on June 30, 2017, from the respective funds in Program No. 923 are hereby reappropriated for FY2017-18 to Agency No. 28 - Department of Veterans' Affairs, Program 923.

(2) Agency No. 27 — Department of Roads

Program No. 901, except that the unobligated biennium appropriation balance shall lapse once all projects funded in that biennium are completed, postponed to a future biennium, or indefinitely postponed.

(3) Agency No. 28 - Department of Veterans' Affairs

The unexpended appropriation balances existing on June 30, 2018, from the respective funds in Program 904 and Program 923 are hereby reappropriated for FY2018-19.

(4) Agency No. 31 — Military Department

Program Nos. 925 and 990.

(5) Agency No. 33 — Game and Parks Commission

Program Nos. 900, 901, 902, 919, 924, 955, 960, 966, 967, 968, 969 less the General Fund balance existing on June 30, 2017, 970, 971, 972, 973, 975, 976, 977, 979, 981, and 987.

(6) Agency No. 46 — Department of Correctional Services

Program Nos. 913, 914, 921, 927, and 928.

(7) Agency No. 47 — Nebraska Educational Telecommunications Commission

Program No. 928.

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(8) Agency No. 50 — Board of Trustees of the Nebraska State Colleges

Program Nos. 901, 903, 904, 905, 912, 919, 920, 921, 930, 933, 935, 952, 955, and 997, and any additional construction programs administratively created relating to the Board of Trustees of the Nebraska State Colleges and its campuses which are funded through cash funds, federal funds, revolving funds, or private gifts or donations.

(9) Agency No. 51 — University of Nebraska

Program Nos. 901, 902, 903, 906, 907, 909, 911, 914, 915, 917, 918, 919, 920, 921, 926, 927, 930, 934, 936, 937, 939, 942, 943, 944, 948, 950, 954, 956, 961, 963, 964, 965, 969, 971, 972, 974, 976, 978, 981, 983, 984, 990, 992, 994, 995, 997, and 998, and any additional construction programs administratively created relating to the University of Nebraska-Lincoln, the University of Nebraska at Omaha, the University of Nebraska Medical Center, the University of Nebraska at Kearney, the Nebraska College of Technical Agriculture at Curtis, and the University of Nebraska Central Administration which are funded through cash funds, federal funds, revolving funds, or private gifts or donations.

(10) Agency No. 65 — Department of Administrative Services

Program Nos. 901, 904, 917, 922, 980, and 986.

Appropriations to program numbers pertaining to funding for the Deferred Building Renewal Act are hereby reappropriated.

Sec. 167. Laws 2017, LB512A, section 2, is amended to read:

Sec. 2. The General Fund appropriation for FY2017-18 to the State Department of Education, for Program 158, is hereby reduced by $40,000. The General Fund appropriation for FY2018-19 to the State Department of Education, for Program 158, is hereby reduced by $40,000.

<u>For FY2017-18 the General Fund state aid earmark in the State Department of Education, for Program 158, for the Summer Food Service Program is hereby reduced by $40,000. For FY2018-19 the General Fund state aid earmark in the State Department of Education, for Program 158, for the Summer Food Service Program is hereby reduced by $40,000.</u>

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~~The General Fund earmark for FY2017-18 is reduced to $1,222,430,090 in the State Department of Education, for Program 158. The General Fund earmark for FY2018-19 is reduced to $1,251,393,303 in the State Department of Education, for Program 158.~~

~~The General Fund earmark for the Summer Food Service Program for FY2017-18 is reduced to $90,000. The General Fund earmark for the Summer Food Service Program for FY2018-19 is reduced to $90,000.~~

Sec. 168. Original Laws 2017, LB268A, section 3; Laws 2017, LB327, sections 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 37, 38, 39, 40, 45, 49, 50, 52, 54, 55, 57, 59, 62, 68, 69, 70, 71, 73, 82, 85, 86, 87, 92, 96, 97, 98, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110, 112, 116, 125, 126, 128, 130, 132, 134, 136, 137, 138, 139, 140, 145, 146, 147, 148, 149, 150, 152, 153, 154, 155, 162, 163, 165, 166, 168, 169, 170, 172, 173, 176, 177, 182, 186, 189, 190, 192, 195, 196, 199, 201, 204, 208, 210, 211, 213, 214, 215, 216, 218, 221, 222, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 239, 240, 241, 242, 243, 244, 247, 249, 250, 251, 255, 260, 263, 265, and 272; Laws 2017, LB329, sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18; Laws 2017, LB330, sections 25 and 42; and Laws 2017, LB512A, section 2, are repealed.

Sec. 169. Since an emergency exists, this act takes effect when passed and approved according to law.

PREPARED BY: Tom Bergquist
DATE PREPARED: January 18, 2018
PHONE: 471-0062

LB 944

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES (See narrative for political subdivision estimates)

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS				
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	See Below	See Below		

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB944 contains the Governors recommendation for adjustments to the FY2017-18 and FY2018-19 budget as originally enacted in the 2017 Session. Dollar changes are shown below for:

Change in FY18 & FY19 New Appropriations	**FY2017-18**	**FY2018-19**
General	(10,859,762)	(36,409,099)
Cash	1,667,894	15,423,070
Federal	2,632,061	(14,640,653)
Revolving	(543,499)	2,806,501
Total	(7,103,306)	(32,820,181)

Change in General Fund Reappropriations	**FY2017-18**	**FY2018-19**
3 Legislative Council	(85,904)	0
5 Supreme Court	(93,018)	0
7 Governor	(18,850)	0
8 Lt. Governor	(441)	0
11 Attorney General	(28,343)	0
15 Parole Board	(52,091)	0
29 Natural Resources	(500,000)	0
46 Correctional Services	(249,014)	0
64 State Patrol	(42,876)	0
65 Administrative Services	(28,670)	0
78 Crime Commission	(7,016)	0
82 Deaf/Hard of Hearing Comm.	(2,185)	0
Total	(1,108,408)	0

Change in General Fund Transfers In	**FY2017-18**	**FY2018-19**
Mutual Finance Assistance Fund (lapse)	0	150,000
Records Management Cash Fund	0	470,000
Municipal Rate Negotiations Revolving Loan Fund	0	250,000
Buffer Strip Incentive Fund	0	50,000
Department of Insurance Cash Fund	0	3,000,000
Small Watersheds Flood Control Fund	0	732,747
Waste Reduction and Recycling Incentive Fund	0	500,000
Chemigation Costs Fund	0	50,000
Total	0	5,202,747

Significant General Fund Items		FY2017-18	FY2018-19	Two Yr Total
DHHS	Child Welfare Aid deficit	24,681,826	31,004,088	55,685,914
DHHS	FMAP reduction	0	14,978,228	14,978,228
Revenue	Homestead Exemption, adjust to 2017 actual tax loss	3,100,000	3,100,000	6,200,000
Retirement	Net change in defined benefit plans	0	519,171	519,171
All Agencies	Across the Board cuts	(25,691,044)	(51,371,504)	(77,062,548)
Education	Adjust TEEOSA, Premium Tax (FY18), updated FY19 estimate	3,654,857	(19,731,953)	(16,077,096)
DHHS	Public Assistance excess appropriation	(10,806,040)	(9,800,024)	(20,606,064)
Revenue	Personal Property Tax Exemption, adjust to 2017 actual tax loss	(1,300,000)	(2,000,000)	(3,300,000)
DHHS	Fund shift to draw available non-General Fund resources	(2,500,000)	0	(2,500,000)
All Agencies	Health insurance lower than budgeted	0	(1,868,952)	(1,868,952)
DEQ	Eliminate funding for Superfund aid	(316,200)	(316,200)	(632,400)
DHHS	Vacancy Savings, delayed hiring of additional security personnel	(560,000)	0	(560,000)
DHHS	Delay opening Lincoln Regional Center 12-bed unit	(258,048)	0	(258,048)
All Agencies	All Other Items	(865,113)	(921,953)	(1,787,066)
Total		(10,859,762)	(36,409,099)	(47,268,861)

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB944

Chairperson: Senator John Stinner

Committee: Appropriations

Date of Hearing: January 22, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB 944, introduced by the Speaker at the request of the Governor, is part of the Governor's 2018 mid-biennium budget adjustment recommendations for the 2017-2019 biennium.

The bill makes adjustments to appropriations and reappropriations for state operations, aid and construction programs, provides for transfers, and modifies intent language and earmarks accompanying appropriations approved by the 105th Legislature, First Session, for the current fiscal year ending June 30, 2018 and the next fiscal year ending June 30, 2019.

This legislative bill contains the emergency clause.

Detailed information regarding the Governor’s mid-biennium budget recommendations can be found in the document entitled “State of Nebraska, Mid-Biennium Budget Adjustments, 2017-2019 Biennium” dated January 10, 2018, and may be viewed on the Department of Administrative Services – State Budget Division’s website at http://budget.nebraska.gov/assets/2018_mid-biennium_budget_-adjustments_book.pdf .

Principal Introducer: _____

Senator Speaker Scheer, 19

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LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 945

Introduced by Speaker Scheer, 19; at the request of the Governor.

Read first time January 10, 2018

Committee: Appropriations

A BILL FOR AN ACT relating to appropriations; to amend section 81-1121, Reissue Revised Statutes of Nebraska, sections 49-14,140, 61-224, 81-2,162.27, and 84-1227, Revised Statutes Cumulative Supplement, 2016, sections 37-327.02, 59-1608.04, 71-7611, and 81-3714, Revised Statutes Supplement, 2017, and Laws 2017, LB331, sections 3, 4, and 11; to provide for transfers of funds; to change transfer provisions; to harmonize provisions; to repeal the original sections; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

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Section 1. The State Treasurer shall transfer $170,325 from the Underground Storage Tank Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 2. The State Treasurer shall transfer $1,300,000 from the Health and Human Services Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services. It is the intent of the Legislature that the transfer to the General Fund in this section be from funds credited to the X-Ray Cash Fund, a subfund of the Health and Human Services Cash Fund.

Sec. 3. The State Treasurer shall transfer $520,000 from the Health and Human Services Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services. It is the intent of the Legislature that the transfer to the General Fund in this section be from funds credited to the Emergency Preparedness Cash Fund, a subfund of the Health and Human Services Cash Fund.

Sec. 4. The State Treasurer shall transfer $750,000 from the Health and Human Services Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services. It is the intent of the Legislature that the transfer to the General Fund in this section be from funds credited to the Radioactive Materials Cash Fund, a subfund of the Health and Human Services Cash Fund.

Sec. 5. The State Treasurer shall transfer the unobligated balance on September 30, 2017, of the Nebraska Progress Loan Fund to the General Fund on or after June 30, 2018, on such date as directed by the budget

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administrator of the budget division of the Department of Administrative Services.

Sec. 6. The State Treasurer shall transfer $50,000 from the Nebraska Accountability and Disclosure Commission Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 7. The State Treasurer shall transfer $250,000 from the Commission on Public Advocacy Operations Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 8. Section 37-327.02, Revised Statutes Supplement, 2017, is amended to read:

37-327.02 The Game and Parks Commission Capital Maintenance Fund is created. The fund shall consist of money credited to the fund pursuant to section 77-27,132, transfers authorized by the Legislature, and any gifts, grants, bequests, or donations to the fund. The fund shall be administered by the commission and shall be used to build, repair, renovate, rehabilitate, restore, modify, or improve any infrastructure within the statutory authority and administration of the commission. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Transfers may be made from the Game and Parks Commission Capital Maintenance Fund to the General Fund at the direction of the Legislature through June 30, 2019. The State Treasurer shall transfer four million five hundred thousand dollars from the Game and Parks Commission Capital Maintenance Fund to the General Fund between June 1, 2018, and June 30, 2018, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services. The State

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Treasurer shall transfer nine ~~four~~ million ~~five hundred thousand~~ dollars from the Game and Parks Commission Capital Maintenance Fund to the General Fund between June 1, 2019, and June 30, 2019, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 9. Section 49-14,140, Revised Statutes Cumulative Supplement, 2016, is amended to read:

49-14,140 The Nebraska Accountability and Disclosure Commission Cash Fund is hereby created. The fund shall consist of funds received by the commission pursuant to sections 49-1449.01, 49-1470, 49-1480.01, 49-1482, 49-14,123, and 49-14,123.01 and subdivision (4) of section 49-14,126. The fund shall be used by the commission in administering the Nebraska Political Accountability and Disclosure Act. Any money in the Nebraska Accountability and Disclosure Commission Cash Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act. Transfers may be made from the fund to the General Fund at the direction of the Legislature.

On April 25, 2013, the State Treasurer shall transfer $630,870 from the Campaign Finance Limitation Cash Fund to the Nebraska Accountability and Disclosure Commission Cash Fund to be used for development, implementation, and maintenance of an electronic filing system for campaign statements and other reports under the Nebraska Political Accountability and Disclosure Act and for making such statements and reports available to the public on the web site of the commission. The State Treasurer shall transfer the balance of the Campaign Finance Limitation Cash Fund to the Election Administration Fund on or before July 5, 2013, or as soon thereafter as administratively possible.

Sec. 10. Section 59-1608.04, Revised Statutes Supplement, 2017, is amended to read:

59-1608.04 (1) The State Settlement Cash Fund is created. The fund

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shall be maintained by the Department of Justice and administered by the Attorney General. Except as otherwise provided by law, the fund shall consist of all recoveries received pursuant to the Consumer Protection Act, including any money, funds, securities, or other things of value in the nature of civil damages or other payment, except criminal penalties, whether such recovery is by way of verdict, judgment, compromise, or settlement in or out of court, or other final disposition of any case or controversy, or any other payments received on behalf of the state by the Department of Justice and administered by the Attorney General for the benefit of the state or the general welfare of its citizens, but excluding all funds held in a trust capacity where specific benefits accrue to specific individuals, organizations, or governments. The fund may be expended for any allowable legal purposes as determined by the Attorney General. Transfers from the State Settlement Cash Fund may be made at the direction of the Legislature to the Nebraska Capital Construction Fund and the General Fund. To provide necessary financial accountability and management oversight, revenue from individual settlement agreements or other separate sources credited to the State Settlement Cash Fund may be tracked and accounted for within the state accounting system through the use of separate and distinct funds, subfunds, or any other available accounting mechanism specifically approved by the Accounting Administrator for use by the Department of Justice. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

(2) The State Treasurer shall transfer two million five hundred thousand dollars from the State Settlement Cash Fund to the Nebraska Capital Construction Fund on July 1, 2013, or as soon thereafter as administratively possible.

(3) The State Treasurer shall transfer seven hundred fifty thousand dollars from the State Settlement Cash Fund to the General Fund on or

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before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

(4) The State Treasurer shall transfer one million five hundred ~~seven hundred fifty~~ thousand dollars from the State Settlement Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 11. Section 61-224, Revised Statutes Cumulative Supplement, 2016, is amended to read:

61-224 There is hereby created the Critical Infrastructure Facilities Cash Fund in the Department of Natural Resources. The fund shall consist of funds appropriated or transferred by the Legislature. The fund shall be used by the Department of Natural Resources to provide a grant to a natural resources district to offset costs related to soil and water improvements intended to protect critical infrastructure facilities within the district which includes military installations, transportation routes, and wastewater treatment facilities. Transfers may be made from the fund to the General Fund at the direction of the Legislature. The State Treasurer shall transfer three hundred eighty-four thousand, two hundred twenty-two dollars plus any accrued interest through the effective date of this act, on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act, and any interest earned by the fund shall be credited to the General Fund.

Sec. 12. Section 71-7611, Revised Statutes Supplement, 2017, is amended to read:

71-7611 (1) The Nebraska Health Care Cash Fund is created. The State

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Treasurer shall transfer (a) sixty million three hundred thousand dollars on or before July 15, 2014, (b) sixty million three hundred fifty thousand dollars on or before July 15, 2015, (c) sixty million three hundred fifty thousand dollars on or before July 15, 2016, (d) sixty million seven hundred thousand dollars on or before July 15, 2017, (e) sixty million seven hundred thousand dollars on or before July 15, 2018, and (f) sixty million four hundred fifty thousand dollars on or before every July 15 thereafter from the Nebraska Medicaid Intergovernmental Trust Fund and the Nebraska Tobacco Settlement Trust Fund to the Nebraska Health Care Cash Fund, except that such amount shall be reduced by the amount of the unobligated balance in the Nebraska Health Care Cash Fund at the time the transfer is made. The state investment officer shall advise the State Treasurer on the amounts to be transferred first from the Nebraska Medicaid Intergovernmental Trust Fund until the fund balance is depleted and from the Nebraska Tobacco Settlement Trust Fund thereafter in order to sustain such transfers in perpetuity. The state investment officer shall report electronically to the Legislature on or before October 1 of every even-numbered year on the sustainability of such transfers. The Nebraska Health Care Cash Fund shall also include money received pursuant to section 77-2602. Except as otherwise provided by law, no more than the amounts specified in this subsection may be appropriated or transferred from the Nebraska Health Care Cash Fund in any fiscal year.

The State Treasurer shall transfer ten million dollars from the Nebraska Medicaid Intergovernmental Trust Fund to the General Fund on June 28, 2018, and June 28, 2019.

<u>The State Treasurer shall transfer not to exceed fifteen million dollars from the Nebraska Medicaid Intergovernmental Trust Fund to the Health and Human Services Cash Fund on or before June 15, 2019, as directed by the budget administrator of the budget division of the Department of Administrative Services. The transfer shall not occur</u>

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before the chief executive officer of the Department of Health and Human Services has certified to the budget administrator of the budget division of the Department of Administrative Services the amount of FY2017-18 General Fund encumbrances for Child Welfare Aid that are in excess of the available General Fund appropriation balance existing on June 30, 2018. The transfer shall be the lesser of fifteen million dollars or the certified amount of FY2017-18 General Fund encumbrances for Child Welfare Aid that are in excess of the available General Fund appropriation balance existing on June 30, 2018.

It is the intent of the Legislature that no additional programs are funded through the Nebraska Health Care Cash Fund until funding for all programs with an appropriation from the fund during FY2012-13 are restored to their FY2012-13 levels.

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

(3) The University of Nebraska and postsecondary educational institutions having colleges of medicine in Nebraska and their affiliated research hospitals in Nebraska, as a condition of receiving any funds appropriated or transferred from the Nebraska Health Care Cash Fund, shall not discriminate against any person on the basis of sexual orientation.

(4) The State Treasurer shall transfer fifty thousand dollars on or before July 15, 2016, from the Nebraska Health Care Cash Fund to the Board of Regents of the University of Nebraska for the University of Nebraska Medical Center. It is the intent of the Legislature that these funds be used by the College of Public Health for workforce training.

Sec. 13. Section 81-2,162.27, Revised Statutes Cumulative Supplement, 2016, is amended to read:

81-2,162.27 (1) All money received under the Nebraska Commercial

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Fertilizer and Soil Conditioner Act and the Agricultural Liming Materials Act shall be remitted to the State Treasurer for credit to the Fertilizers and Soil Conditioners Administrative Fund, which fund is hereby created. Transfers may be made from the fund to the General Fund at the direction of the Legislature. The State Treasurer shall transfer two hundred seventy-five thousand dollars from the fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services. All money so received shall be used by the department for defraying the expenses of administering the Nebraska Commercial Fertilizer and Soil Conditioner Act and the Agricultural Liming Materials Act.

(2) Any unexpended balance in the Fertilizers and Soil Conditioners Administrative Fund at the close of any biennium shall, when reappropriated, be available for the uses and purposes of the fund for the succeeding biennium. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 14. Section 81-1121, Reissue Revised Statutes of Nebraska, is amended to read:

81-1121 (1)(a) The Director of Administrative Services shall have power to develop and implement a system of warrant preparation and issuance in accordance with acceptable accounting and internal control safeguards and by use of such mechanical means as may be most economical.

(b) Warrant or state warrant shall include an order drawn by the director upon the State Treasurer, directing the latter to pay a specified amount to a specified payee by the use of a dual signature negotiable instrument as provided for in subsections (2) and (3) of this section, electronic funds transfer system, telephonic funds transfer system, electric funds transfer system, funds transfers as provided for

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in article 4A, Uniform Commercial Code, mechanical funds transfer system, or other funds transfer system established by the director and the State Treasurer. The warrant, when it is an order drawn by the director upon the State Treasurer directing the latter to pay a specified amount to a specified payee by the use of a dual signature negotiable instrument as provided for in subsections (2) and (3) of this section, shall affect the state's cash balance in the bank when redeemed by the State Treasurer, not when cashed by a financial institution.

(2) The director shall sign each warrant or shall cause each warrant to be signed in his or her behalf either personally, by delegation of authority, or by facsimile signature as will assure the most economical, timely, and practical means for making payments from the state treasury and which means provides the most acceptable safeguarding of public funds. The signature of the director shall signify that the payment intended by a warrant bearing such signature is proper under the appropriate laws of the state.

(3) The State Treasurer shall countersign all warrants issued by the director.

(4) The State Treasurer shall make such arrangements for facsimile signature of warrants as will assure the most economical, timely, and practical means for making payments from the state treasury.

(5) The director and the State Treasurer may establish and operate an electronic funds transfer system, telephonic funds transfer system, electric funds transfer system, funds transfers as provided for in article 4A, Uniform Commercial Code, mechanical funds transfer system, or other funds transfer system established by the director and the State Treasurer for the payment of funds from and the deposit of receipts into the state treasury. Any state agency that wishes to establish and operate such a system shall jointly establish the procedures necessary to implement such a system with the cooperation of the director and the State Treasurer. The system shall be designed to be compatible with state

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accounting procedures. Such a system as established by the director shall employ internal control safeguards and after meeting such safeguards shall be deemed to satisfy any signature requirements. The use of an electronic funds transfer system, telephonic funds transfer system, electric funds transfer system, funds transfers as provided for in article 4A, Uniform Commercial Code, mechanical funds transfer system, or other funds transfer system established by the director and the State Treasurer or any state agency shall not create any rights that would not have been created had an order, drawn by the director upon the State Treasurer directing the latter to pay a specified amount to a specified payee by the use of a dual signature negotiable instrument as provided for in subsections (2) and (3) of this section, been used as the payment medium.

(6) Whenever it is ascertained that by mistake or otherwise any county treasurer or other person has paid into the state treasury any sum not due the state, the director shall refund to such county treasurer or other person the amount so paid. Such refund shall be carried on the books of the state as an adjustment to income and not as an expenditure or disbursement.

(7) Whenever it is ascertained that by mistake or otherwise the State of Nebraska or any of its departments, agencies, or officers shall have caused to be made a disbursement which for any reason is refunded to the state, the amount so disbursed and refunded to the state shall be credited to the fund and account from which the disbursement was made as an adjustment of expenditures and disbursements and not as a receipt. Such credited refund shall be considered part of the original appropriation to the department or agency and to the appropriate program and may be expended therefrom without further or additional appropriation. When a refund to the state or any of its departments or agencies is related to a transaction which occurred during a prior fiscal period, the refund shall be credited to the unappropriated surplus

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account of the fund from which the disbursement was originally made, except (a) that medicaid refunds or rebates for (i) ~~(a)~~ pharmaceuticals, (ii) ~~(b)~~ third-party liability recoveries, and (iii) ~~(c)~~ surveillance and utilization reviews which have occurred during a prior fiscal period shall be treated as an adjustment to expenditures in the year in which the refund or rebate is received and (b) reimbursement to the State of Nebraska from other member states operating in accordance with the Emergency Management Assistance Compact shall be credited as receipts to the Governor's Emergency Cash Fund.

Sec. 15. Section 81-3714, Revised Statutes Supplement, 2017, is amended to read:

81-3714 The State Visitors Promotion Cash Fund is created. The fund shall be administered by the commission. The fund shall consist of revenue deposited into the fund pursuant to section 81-3715 and money donated as gifts, bequests, or other contributions from public or private entities. Funds made available by any department or agency of the United States may also be credited to the fund if so directed by such department or agency. The commission shall use the proceeds of the fund to generally promote, encourage, and attract visitors to and within the State of Nebraska, to erect and replace highway tourism markers, to enhance the use of travel and tourism facilities within the state, to provide grants to communities and organizations, and to contract with the Department of Administrative Services to provide support services to the commission, including, but not limited to, accounting and personnel functions. The proceeds of the fund shall be in addition to funds appropriated to the commission from the General Fund. Transfers may be made from the State Visitors Promotion Cash Fund to the General Fund at the direction of the Legislature. The State Treasurer shall transfer one million dollars from the State Visitors Promotion Cash Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of

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Administrative Services. Any money in the State Visitors Promotion Cash Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 16. Section 84-1227, Revised Statutes Cumulative Supplement, 2016, is amended to read:

84-1227 There is hereby established in the state treasury a special fund to be known as the Records Management Cash Fund which, when appropriated by the Legislature, shall be expended by the Secretary of State for the purposes of providing records management services and assistance to local agencies, for development and maintenance of the portal for providing electronic access to public records or electronic information and services, and for grants to a state or local agency as provided in subdivision (1)(j) of section 84-1204. All fees and charges for the purpose of records management services and analysis received by the Secretary of State from the local agencies shall be remitted to the State Treasurer for credit to such fund. Transfers may be made from the fund to the General Fund or the Secretary of State Administration Cash Fund at the direction of the Legislature. The State Treasurer, at the direction of the budget administrator of the budget division of the Department of Administrative Services, shall transfer five hundred thousand dollars from the Records Management Cash Fund to the Information Management Revolving Fund on or before June 30, 2016. Any money in the Records Management Cash Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

Sec. 17. Laws 2017, LB331, section 3, is amended to read:

Sec. 3. The State Treasurer shall transfer $9,170,000 ~~$10,670,000~~ from the General Fund to the Water Sustainability Fund on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative

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Services.

Sec. 18. Laws 2017, LB331, section 4, is amended to read:

Sec. 4. The State Treasurer shall transfer $6,000,000 ~~$9,470,000~~ from the General Fund to the Water Sustainability Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 19. Laws 2017, LB331, section 11, is amended to read:

Sec. 11. The State Treasurer shall transfer $700,000 ~~$200,000~~ from the Nebraska Litter Reduction and Recycling Fund to the General Fund on or before June 30, 2019, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 20. Original section 81-1121, Reissue Revised Statutes of Nebraska, sections 49-14,140, 61-224, 81-2,162.27, and 84-1227, Revised Statutes Cumulative Supplement, 2016, sections 37-327.02, 59-1608.04, 71-7611, and 81-3714, Revised Statutes Supplement, 2017, and Laws 2017, LB331, sections 3, 4, and 11, are repealed.

Sec. 21. Since an emergency exists, this act takes effect when passed and approved according to law.

PREPARED BY: Tom Bergquist
DATE PREPARED: January 18, 2018
PHONE: 471-0062

LB 945

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES **(See narrative for political subdivision estimates)**

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS		14,948,600		
CASH FUNDS		(14,948,600		
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS		0		

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 945 contains the Governors recommendation for various fund authorizations and transfers. A listing of the transfers is shown below. With respect to the General Fund, the bills includes a net gain in revenue of $16.4 million over the two year period. This consists of $11,478,000 of additional General Fund transfers-in and $4,970,000 saved through the reduction in the General Fund transfer out to the Water Sustainability Fund

	FY2017-18	FY2018-19	2 Yr Total
Iincrease GF Transfer In	0	11,478,600	11,478,600
Reduce GF Transfer Out	1,500,000	3,470,000	4,970,000
Net Total	1,500,000	14,948,600	16,448,600

Transfer From	Transfer To	FY2017-18	FY2018-19	Section
Underground Storage Tank Cash Fund	General Fund	0	170,325	1
DHHS Cash Fund (X-Ray Cash sub-fund)	General Fund	0	1,300,000	2
DHHS Cash Fund (Emergency Preparedness sub-fund)	General Fund	0	520,000	3
DHHS Cash Fund (Radioactive Materials sub-fund)	General Fund	0	750,000	4
Nebr Progress Loan Repayment Fund	General Fund	0	1,029,053	5
Nebr Accountability and Disclosure Commission Cash Fund	General Fund	0	50,000	6
Commission on Public Advocacy Operations Cash Fund	General Fund	0	250,000	7
Game and Parks Commission Capital Maintenance Fund	General Fund	0	4,500,000	8
Nebr Accountability and Disclosure Commission Cash Fund	General Fund	0	Authorization	9
State Settlement Fund	General Fund	0	750,000	10
Critical Infrastructure Facilities Cash Fund	General Fund	0	384,222	11
Nebraska Medicaid Intergovernmental Trust Fund	DHHS Cash Fund	0	15,000,000	12
Fertilizers and Soil Conditioners Administrative Fund	General Fund	0	275,000	13
Language, Emergency Mgmt Assistance Compact receipts	Gov Emergency Fund	0	0	14
State Visitors Promotion Fund	General Fund	0	1,000,000	15
Records Management Cash Fund	Administration Cash Fund	0	Authorization	16
Nebr Litter Reduction and Recycling Cash Fund	General Fund	0	500,000	19
General Fund	Water Sustainability Fund	(1,500,000)	(3,470,000)	17 & 18

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB945

Chairperson: Senator John Stinner

Committee: Appropriations

Date of Hearing: January 22, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB 945, introduced by the Speaker at the request of the Governor, is part of the Governor's 2018 mid-biennium budget adjustment recommendations for the 2017-2019 biennium.

The bill authorizes and provides for fund transfers and changes certain fund transfer provisions.

This legislative bill contains the emergency clause.

Detailed information regarding the Governor's mid-biennium budget recommendations can be found in the document entitled "State of Nebraska, Mid-Biennium Budget Adjustments, 2017-2019 Biennium" dated January 10, 2018, and may be viewed on the Department of Administrative Services – State Budget Division's website at http://budget.nebraska.gov/assets/2018_mid-biennium_budget_-adjustments_book.pdf .

Principal Introducer: _____

Senator Speaker Scheer, 19

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LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 946

Introduced by Speaker Scheer, 19; at the request of the Governor.

Read first time January 10, 2018

Committee: Appropriations

A BILL FOR AN ACT relating to the Cash Reserve Fund; to amend section 84-612, Revised Statutes Supplement, 2017; to provide for a transfer; to repeal the original section; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

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Section 1. Section 84-612, Revised Statutes Supplement, 2017, is amended to read:

84-612 (1) There is hereby created within the state treasury a fund known as the Cash Reserve Fund which shall be under the direction of the State Treasurer. The fund shall only be used pursuant to this section.

(2) The State Treasurer shall transfer funds from the Cash Reserve Fund to the General Fund upon certification by the Director of Administrative Services that the current cash balance in the General Fund is inadequate to meet current obligations. Such certification shall include the dollar amount to be transferred. Any transfers made pursuant to this subsection shall be reversed upon notification by the Director of Administrative Services that sufficient funds are available.

(3) In addition to receiving transfers from other funds, the Cash Reserve Fund shall receive federal funds received by the State of Nebraska for undesignated general government purposes, federal revenue sharing, or general fiscal relief of the state.

(4) The State Treasurer, at the direction of the budget administrator of the budget division of the Department of Administrative Services, shall transfer not to exceed forty million seven hundred ~~forty-three million~~ fifteen thousand four hundred fifty-nine dollars in total from the Cash Reserve Fund to the Nebraska Capital Construction Fund between July 1, 2013, and June 30, 2018.

(5) The State Treasurer shall transfer the following amounts from the Cash Reserve Fund to the Nebraska Capital Construction Fund on such dates as directed by the budget administrator of the budget division of the Department of Administrative Services:

(a) Seven million eight hundred four thousand two hundred ninety-two dollars on or after June 15, 2016, but before June 30, 2016;

(b) Ten million five thousand one hundred twenty-nine dollars on or after June 15, 2019, but before June 30, 2019; and

(c) Ten million four hundred thirty-one thousand five hundred

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eighty-five dollars on or after June 15, 2021, but before June 30, 2021.

(6) The State Treasurer shall transfer seventy-five million two hundred fifteen thousand three hundred thirteen dollars from the Cash Reserve Fund to the Nebraska Capital Construction Fund on or before July 31, 2017, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

(7) The State Treasurer shall transfer thirty-one million dollars from the Cash Reserve Fund to the General Fund after July 1, 2017, but before July 15, 2017, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

(8) The State Treasurer shall transfer thirty-one million dollars from the Cash Reserve Fund to the General Fund after October 1, 2017, but before October 15, 2017, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

(9) The State Treasurer shall transfer thirty-one million dollars from the Cash Reserve Fund to the General Fund after January 1, 2018, but before January 15, 2018, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

(10) The State Treasurer shall transfer thirty-two million dollars from the Cash Reserve Fund to the General Fund after April 1, 2018, but before April 15, 2018, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

<u>(11) The State Treasurer shall transfer one hundred eight million dollars from the Cash Reserve Fund to the General Fund on or before June 30, 2018, on such dates and in such amounts as directed by the budget administrator of the budget division of the Department of Administrative Services.</u>

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(12) ~~(11)~~ The State Treasurer shall transfer forty-eight million dollars from the Cash Reserve Fund to the General Fund after March 1, 2019, but before March 15, 2019, on such date as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 2. Original section 84-612, Revised Statutes Supplement, 2017, is repealed.

Sec. 3. Since an emergency exists, this act takes effect when passed and approved according to law.

PREPARED BY: Tom Bergquist
DATE PREPARED: January 18, 2018
PHONE: 471-0062

LB 946

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES (See narrative for political subdivision estimates)

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS				
CASH FUNDS				
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS				

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 946 contains the Governors recommendation relating to Cash Reserve Fund transfers. There are two changes.

First, the bill reduces an existing transfer to the Nebraska Capital Construction Fund (NCCF) related to financing of the new veterans' home. The reduction is $2,300,000 (original $43,015,459, revised $40,715,459).

The second is a new transfer of $108 million from the Cash Reserve Fund to the General Fund on or before June 30, 2018.

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB946

Chairperson: Senator John Stinner

Committee: Appropriations

Date of Hearing: January 22, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB 946, introduced by the Speaker at the request of the Governor, is part of the Governor's 2018 mid-biennium budget adjustment recommendations for the 2017-2019 biennium.

The bill provides for a transfer from the Cash Reserve Fund to the General Fund and changes a transfer from the Cash Reserve Fund to the Nebraska Capital Construction Fund.

This legislative bill contains the emergency clause.

Detailed information regarding the Governor’s mid-biennium budget recommendations can be found in the document entitled “State of Nebraska, Mid-Biennium Budget Adjustments, 2017-2019 Biennium” dated January 10, 2018, and may be viewed on the Department of Administrative Services – State Budget Division’s website at http://budget.nebraska.gov/assets/2018_mid-biennium_budget_-adjustments_book.pdf .

Principal Introducer: _____

Senator Speaker Scheer, 19

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LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 947

Introduced by Smith, 14; at the request of the Governor.

Read first time January 10, 2018

Committee: Revenue

A BILL FOR AN ACT relating to revenue and taxation; to amend sections 77-4211 and 77-4602, Reissue Revised Statutes of Nebraska, sections 77-202, 77-693, 77-801, 77-1238, 77-1248, 77-2715.03, 77-2715.07, 77-2734.02, and 81-1201.21, Revised Statutes Cumulative Supplement, 2016, and section 77-4212, Revised Statutes Supplement, 2017; to adopt the Nebraska Property Tax Cuts and Opportunities Act; to eliminate exemptions under the Personal Property Tax Relief Act; to change income tax rates; to eliminate credits under the Property Tax Credit Act; to change provisions relating to certain General Fund transfers; provide for certain transfers; to harmonize provisions; to repeal the original sections; and to declare an emergency.

Be it enacted by the people of the State of Nebraska,

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Section 1. Sections 1 to 6 of this act shall be known and may be cited as the Nebraska Property Tax Cuts and Opportunities Act.

Sec. 2. For purposes of the Nebraska Property Tax Cuts and Opportunities Act:

(1) Agricultural land and horticultural land has the same meaning as in section 77-1359;

(2) Department means the Department of Revenue;

(3) Farm site has the same meaning as in section 77-1359;

(4) Homestead has the same meaning as in section 77-3502; and

(5) Owner has the same meaning as in section 77-3503.

Sec. 3. (1) For taxable years beginning or deemed to begin on or after January 1, 2018, each resident individual who is an owner of a homestead shall be allowed a refundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 equal to a percentage of the property taxes paid during the taxable year on such homestead, not to exceed the limitation amount provided in subsection (2) of this section. For taxable year 2018, the refundable credit shall be ten percent of the property taxes paid during the taxable year. For taxable year 2019 and each taxable year thereafter, the percentage may be increased as provided in section 5 of this act, not to exceed thirty percent.

(2) For taxable year 2018, the limitation amount shall be equal to two hundred thirty dollars per homestead. For taxable year 2019 and each taxable year thereafter, the limitation amount may be increased as provided in section 5 of this act, not to exceed seven hundred thirty dollars. For individuals whose federal filing status is married filing separately, or for multiple individuals owning and occupying the same homestead, the limitation amount shall be allocated between the individuals as provided in forms and instructions developed by the Tax Commissioner.

(3) If the property taxes on a homestead are paid by a corporation having an election in effect under subchapter S of the Internal Revenue

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Code, a partnership, a limited liability company, a trust, or an estate, the amount of property taxes paid during the taxable year shall be allocated to the shareholders, partners, members, or beneficiaries in the same proportion that income is distributed. The department shall provide forms and schedules necessary for verifying eligibility for the credit provided in this section and for allocating the property taxes paid.

Sec. 4. (1) For taxable years beginning or deemed to begin on or after January 1, 2018, each resident individual shall be allowed a refundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 equal to a percentage of the property taxes paid during the taxable year on agricultural land and horticultural land, farm sites, and improvements on farm sites that are agricultural or horticultural in nature. For taxable year 2018, the refundable credit shall be ten percent of the property taxes paid during the taxable year. For taxable year 2019 and each taxable year thereafter, the percentage may be increased as provided in section 5 of this act, not to exceed thirty percent.

(2) If the property taxes on agricultural land and horticultural land, farm sites, and improvements on farm sites are paid by a corporation having an election in effect under subchapter S of the Internal Revenue Code, a partnership, a limited liability company, a trust, or an estate, the amount of property taxes paid during the taxable year shall be allocated to the shareholders, partners, members, or beneficiaries in the same proportion that income is distributed. The department shall provide forms and schedules necessary for verifying eligibility for the credit provided in this section and for allocating the property taxes paid.

Sec. 5. (1) For taxable year 2019 and each taxable year thereafter, if the actual General Fund net receipts for the fiscal year ending during the taxable year, as reported in the public statement of the Tax Commissioner required in subsection (2) of section 77-4602, are at least one hundred one percent of the certified estimated receipts for such

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fiscal year:

(a) The percentage used to determine the refundable income tax credit for a homestead under subsection (1) of section 3 of this act for the current taxable year shall be the percentage from the prior taxable year increased by two percentage points, not to exceed thirty percent;

(b) The limitation amount used to determine the maximum refundable income tax credit for a homestead under subsection (2) of section 3 of this act for the current taxable year shall be the limitation amount from the prior taxable year increased by fifty dollars, not to exceed seven hundred thirty dollars; and

(c) The percentage used to determine the refundable income tax credit for agricultural land and horticultural land, farm sites, and agricultural or horticultural improvements under subsection (1) of section 4 of this act for the current taxable year shall be the percentage from the prior taxable year increased by two percentage points, not to exceed thirty percent.

(2) The Tax Commissioner shall immediately certify the increased percentages and the increased limitation amount to the Director of Administrative Services and the Legislature and shall modify the individual income tax forms and instructions accordingly.

Sec. 6. The department may adopt and promulgate rules and regulations to carry out the Nebraska Property Tax Cuts and Opportunities Act.

Sec. 7. Section 77-202, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-202 (1) The following property shall be exempt from property taxes:

(a) Property of the state and its governmental subdivisions to the extent used or being developed for use by the state or governmental subdivision for a public purpose. For purposes of this subdivision:

(i) Property of the state and its governmental subdivisions means

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(A) property held in fee title by the state or a governmental subdivision or (B) property beneficially owned by the state or a governmental subdivision in that it is used for a public purpose and is being acquired under a lease-purchase agreement, financing lease, or other instrument which provides for transfer of legal title to the property to the state or a governmental subdivision upon payment of all amounts due thereunder. If the property to be beneficially owned by a governmental subdivision has a total acquisition cost that exceeds the threshold amount or will be used as the site of a public building with a total estimated construction cost that exceeds the threshold amount, then such property shall qualify for an exemption under this section only if the question of acquiring such property or constructing such public building has been submitted at a primary, general, or special election held within the governmental subdivision and has been approved by the voters of the governmental subdivision. For purposes of this subdivision, threshold amount means the greater of fifty thousand dollars or six-tenths of one percent of the total actual value of real and personal property of the governmental subdivision that will beneficially own the property as of the end of the governmental subdivision's prior fiscal year; and

(ii) Public purpose means use of the property (A) to provide public services with or without cost to the recipient, including the general operation of government, public education, public safety, transportation, public works, civil and criminal justice, public health and welfare, developments by a public housing authority, parks, culture, recreation, community development, and cemetery purposes, or (B) to carry out the duties and responsibilities conferred by law with or without consideration. Public purpose does not include leasing of property to a private party unless the lease of the property is at fair market value for a public purpose. Leases of property by a public housing authority to low-income individuals as a place of residence are for the authority's public purpose;

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(b) Unleased property of the state or its governmental subdivisions which is not being used or developed for use for a public purpose but upon which a payment in lieu of taxes is paid for public safety, rescue, and emergency services and road or street construction or maintenance services to all governmental units providing such services to the property. Except as provided in Article VIII, section 11, of the Constitution of Nebraska, the payment in lieu of taxes shall be based on the proportionate share of the cost of providing public safety, rescue, or emergency services and road or street construction or maintenance services unless a general policy is adopted by the governing body of the governmental subdivision providing such services which provides for a different method of determining the amount of the payment in lieu of taxes. The governing body may adopt a general policy by ordinance or resolution for determining the amount of payment in lieu of taxes by majority vote after a hearing on the ordinance or resolution. Such ordinance or resolution shall nevertheless result in an equitable contribution for the cost of providing such services to the exempt property;

(c) Property owned by and used exclusively for agricultural and horticultural societies;

(d) Property owned by educational, religious, charitable, or cemetery organizations, or any organization for the exclusive benefit of any such educational, religious, charitable, or cemetery organization, and used exclusively for educational, religious, charitable, or cemetery purposes, when such property is not (i) owned or used for financial gain or profit to either the owner or user, (ii) used for the sale of alcoholic liquors for more than twenty hours per week, or (iii) owned or used by an organization which discriminates in membership or employment based on race, color, or national origin. For purposes of this subdivision, educational organization means (A) an institution operated exclusively for the purpose of offering regular courses with systematic

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instruction in academic, vocational, or technical subjects or assisting students through services relating to the origination, processing, or guarantying of federally reinsured student loans for higher education or (B) a museum or historical society operated exclusively for the benefit and education of the public. For purposes of this subdivision, charitable organization includes an organization operated exclusively for the purpose of the mental, social, or physical benefit of the public or an indefinite number of persons and a fraternal benefit society organized and licensed under sections 44-1072 to 44-10,109; and

(e) Household goods and personal effects not owned or used for financial gain or profit to either the owner or user.

(2) The increased value of land by reason of shade and ornamental trees planted along the highway shall not be taken into account in the valuation of land.

(3) Tangible personal property which is not depreciable tangible personal property as defined in section 77-119 shall be exempt from property tax.

(4) Motor vehicles, trailers, and semitrailers required to be registered for operation on the highways of this state shall be exempt from payment of property taxes.

(5) Business and agricultural inventory shall be exempt from the personal property tax. For purposes of this subsection, business inventory includes personal property owned for purposes of leasing or renting such property to others for financial gain only if the personal property is of a type which in the ordinary course of business is leased or rented thirty days or less and may be returned at the option of the lessee or renter at any time and the personal property is of a type which would be considered household goods or personal effects if owned by an individual. All other personal property owned for purposes of leasing or renting such property to others for financial gain shall not be considered business inventory.

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(6) Any personal property exempt pursuant to subsection (2) of section 77-4105 or section 77-5209.02 shall be exempt from the personal property tax.

(7) Livestock shall be exempt from the personal property tax.

(8) Any personal property exempt pursuant to the Nebraska Advantage Act shall be exempt from the personal property tax.

(9) Any depreciable tangible personal property used directly in the generation of electricity using wind as the fuel source shall be exempt from the property tax levied on depreciable tangible personal property. Any depreciable tangible personal property used directly in the generation of electricity using solar, biomass, or landfill gas as the fuel source shall be exempt from the property tax levied on depreciable tangible personal property if such depreciable tangible personal property was installed on or after January 1, 2016, and has a nameplate capacity of one hundred kilowatts or more. Depreciable tangible personal property used directly in the generation of electricity using wind, solar, biomass, or landfill gas as the fuel source includes, but is not limited to, wind turbines, rotors and blades, towers, solar panels, trackers, generating equipment, transmission components, substations, supporting structures or racks, inverters, and other system components such as wiring, control systems, switchgears, and generator step-up transformers.

(10) Any tangible personal property that is acquired by a person operating a data center located in this state, that is assembled, engineered, processed, fabricated, manufactured into, attached to, or incorporated into other tangible personal property, both in component form or that of an assembled product, for the purpose of subsequent use at a physical location outside this state by the person operating a data center shall be exempt from the personal property tax. Such exemption extends to keeping, retaining, or exercising any right or power over tangible personal property in this state for the purpose of subsequently transporting it outside this state for use thereafter outside this state.

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For purposes of this subsection, data center means computers, supporting equipment, and other organized assembly of hardware or software that are designed to centralize the storage, management, or dissemination of data and information, environmentally controlled structures or facilities or interrelated structures or facilities that provide the infrastructure for housing the equipment, such as raised flooring, electricity supply, communication and data lines, Internet access, cooling, security, and fire suppression, and any building housing the foregoing.

(11) For each person who owns property required to be reported to the county assessor under section 77-1201, there shall be allowed, for tax years prior to tax year 2019, an exemption amount as provided in the Personal Property Tax Relief Act. For each person who owns property required to be valued by the state as provided in section 77-601, 77-682, 77-801, or 77-1248, there shall be allowed, for tax years prior to tax year 2019, a compensating exemption factor as provided in the Personal Property Tax Relief Act.

Sec. 8. Section 77-693, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-693 (1) The Property Tax Administrator in determining the taxable value of railroads and car lines shall determine the following ratios involving railroad and car line property and commercial and industrial property:

(a) The ratio of the taxable value of all commercial and industrial personal property in the state actually subjected to property tax divided by the market value of all commercial and industrial personal property in the state;

(b) The ratio of the taxable value of all commercial and industrial real property in the state actually subjected to property tax divided by the market value of all commercial and industrial real property in the state;

(c) The ratio of the taxable value of railroad personal property to

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the market value of railroad personal property. The numerator of the ratio shall be the taxable value of railroad personal property. The denominator of the ratio shall be the railroad system value allocated to Nebraska and multiplied by a factor representing the net book value of rail transportation personal property divided by the net book value of total rail transportation property;

(d) The ratio of the taxable value of railroad real property to the market value of railroad real property. The numerator of the ratio shall be the taxable value of railroad real property. The denominator of the ratio shall be the railroad system value allocated to Nebraska and multiplied by a factor representing the net book value of rail transportation real property divided by the net book value of total rail transportation property; and

(e) Similar calculations shall be made for car line taxable properties.

(2) If the ratio of the taxable value of railroad and car line personal or real property exceeds the ratio of the comparable taxable commercial and industrial property by more than five percent, the Property Tax Administrator may adjust the value of such railroad and car line property to the percentage of the comparable taxable commercial and industrial property pursuant to federal statute or Nebraska federal court decisions applicable thereto.

(3) For purposes of this section, commercial and industrial property shall mean all real and personal property which is devoted to commercial or industrial use other than rail transportation property and land used primarily for agricultural purposes.

(4) After the adjustment made pursuant to subsections (1) and (2) of this section, the Property Tax Administrator shall<u>, for tax years prior to tax year 2019,</u> multiply the value of the tangible personal property of each railroad and car line by the compensating exemption factor calculated in section 77-1238.

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Sec. 9. Section 77-801, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-801 (1) All public service entities shall, on or before April 15 of each year, furnish a statement specifying such information as may be required by the Property Tax Administrator on forms prescribed by the Tax Commissioner to determine and distribute the entity's total taxable value including the franchise value. All information reported by the public service entities, not available from any other public source, and any memorandum thereof shall be confidential and available to taxing officials only. For good cause shown, the Property Tax Administrator may allow an extension of time in which to file such statement. Such extension shall not exceed fifteen days after April 15.

(2) The returns of public service entities shall not be held to be conclusive as to the taxable value of the property, but the Property Tax Administrator shall, from all the information which he or she is able to obtain, find the taxable value of all such property, including tangible property and franchises, and shall assess such property on the same basis as other property is required to be assessed.

(3) The county assessor shall assess all nonoperating property of any public service entity. A public service entity operating within the State of Nebraska shall, on or before January 1 of each year, report to the county assessor of each county in which it has situs all nonoperating property belonging to such entity which is not subject to assessment and assessed by the Property Tax Administrator under section 77-802.

(4) The Property Tax Administrator shall<u>, for tax years prior to tax year 2019,</u> multiply the value of the tangible personal property of each public service entity by the compensating exemption factor calculated in section 77-1238.

Sec. 10. Section 77-1238, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-1238 (1) <u>For tax years prior to tax year 2019, every</u> ~~Every~~ person

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who is required to list his or her taxable tangible personal property as defined in section 77-105, as required under section 77-1229, shall receive an exemption from taxation for the first ten thousand dollars of valuation of his or her tangible personal property in each tax district as defined in section 77-127 in which a personal property return is required to be filed. Failure to report tangible personal property on the personal property return required by section 77-1229 shall result in a forfeiture of the exemption for any tangible personal property not timely reported for that year.

(2) For tax years prior to tax year 2019, the ~~The~~ Property Tax Administrator shall reduce the value of the tangible personal property owned by each railroad, car line company, public service entity, and air carrier by a compensating exemption factor to reflect the exemption allowed in subsection (1) of this section for all other personal property taxpayers. The compensating exemption factor is calculated by multiplying the value of the tangible personal property of the railroad, car line company, public service entity, or air carrier by a fraction, the numerator of which is the total amount of locally assessed tangible personal property that is actually subjected to property tax after the exemption allowed in subsection (1) of this section, and the denominator of which is the net book value of locally assessed tangible personal property prior to the exemptions allowed in subsection (1) of this section.

Sec. 11. Section 77-1248, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-1248 (1) The Property Tax Administrator shall ascertain from the reports made and from any other information obtained by him or her the taxable value of the flight equipment of air carriers and the proportion allocated to this state for the purposes of taxation as provided in section 77-1245.

(2)(a) In determining the taxable value of the flight equipment of

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air carriers pursuant to subsection (1) of this section, the Property Tax Administrator shall determine the following ratios:

(i) The ratio of the taxable value of all commercial and industrial depreciable tangible personal property in the state actually subjected to property tax to the market value of all commercial and industrial depreciable tangible personal property in the state; and

(ii) The ratio of the taxable value of flight equipment of air carriers to the market value of flight equipment of air carriers.

(b) If the ratio of the taxable value of flight equipment of air carriers exceeds the ratio of the taxable value of commercial and industrial depreciable tangible personal property by more than five percent, the Property Tax Administrator may adjust the value of such flight equipment of air carriers to the percentage of the taxable commercial and industrial depreciable tangible personal property pursuant to federal law applicable to air carrier transportation property or Nebraska federal court decisions applicable thereto.

(c) For purposes of this subsection, commercial and industrial depreciable tangible personal property means all personal property which is devoted to commercial or industrial use other than flight equipment of air carriers.

(3) The Property Tax Administrator shall<u>, for tax years prior to tax year 2019,</u> multiply the valuation of each air carrier by the compensating exemption factor calculated in section 77-1238.

Sec. 12. Section 77-2715.03, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-2715.03 (1) For taxable years beginning or deemed to begin on or after January 1, 2013, and before January 1, 2014, the following brackets and rates are hereby established for the Nebraska individual income tax:

Individual Income Tax Brackets and Rates

Bracket Number	Single Individuals	Married, Filing	Head of Household	Married, Filing	Estates and	Tax Rate

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		Jointly		Separate	Trusts	
1	$0-2,399	$0-4,799	$0-4,499	$0-2,399	$0-499	2.46%
2	$2,400-17,499	$4,800-34,999	$4,500-27,999	$2,400-17,499	$500-4,699	3.51%
3	$17,500-26,999	$35,000-53,999	$28,000-39,999	$17,500-26,999	$4,700-15,149	5.01%
4	$27,000 and Over	$54,000 and Over	$40,000 and Over	$27,000 and Over	$15,150 and Over	6.84%

(2) For taxable years beginning or deemed to begin on or after January 1, 2014, <u>and before January 1, 2019,</u> the following brackets and rates are hereby established for the Nebraska individual income tax:

Individual Income Tax Brackets and Rates

Bracket Number	Single Individuals	Married, Filing Jointly	Head of Household	Married, Filing Separate	Estates and Trusts	Tax Rate
1	$0-2,999	$0-5,999	$0-5,599	$0-2,999	$0-499	2.46%
2	$3,000-17,999	$6,000-35,999	$5,600-28,799	$3,000-17,999	$500-4,699	3.51%
3	$18,000-28,999	$36,000-57,999	$28,800-42,999	$18,000-28,999	$4,700-15,149	5.01%
4	$29,000 and Over	$58,000 and Over	$43,000 and Over	$29,000 and Over	$15,150 and Over	6.84%

<u>(3) For taxable years beginning or deemed to begin on or after January 1, 2019, and before January 1, 2020, the following brackets and rates are hereby established for the Nebraska individual income tax:</u>

<u>Individual Income Tax Brackets and Rates</u>

<u>Bracket Number</u>	<u>Single Individuals</u>	<u>Married, Filing Jointly</u>	<u>Head of Household</u>	<u>Married, Filing Separate</u>	<u>Estates and Trusts</u>	<u>Tax Rate</u>
<u>1</u>	<u>$0-2,999</u>	<u>$0-5,999</u>	<u>$0-5,599</u>	<u>$0-2,999</u>	<u>$0-499</u>	<u>2.46%</u>

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2	$3,000-17,999	$6,000-35,999	$5,600-28,799	$3,000-17,999	$500-4,699	3.51%
3	$18,000-28,999	$36,000-57,999	$28,800-42,999	$18,000-28,999	$4,700-15,149	5.01%
4	$29,000 and Over	$58,000 and Over	$43,000 and Over	$29,000 and Over	$15,150 and Over	6.75%

(4) For taxable years beginning or deemed to begin on or after January 1, 2020, the following brackets and rates are hereby established for the Nebraska individual income tax:

Individual Income Tax Brackets and Rates

Bracket Number	Single Individuals	Married, Filing Jointly	Head of Household	Married, Filing Separate	Estates and Trusts	Tax Rate
1	$0-2,999	$0-5,999	$0-5,599	$0-2,999	$0-499	2.46%
2	$3,000-17,999	$6,000-35,999	$5,600-28,799	$3,000-17,999	$500-4,699	3.51%
3	$18,000-28,999	$36,000-57,999	$28,800-42,999	$18,000-28,999	$4,700-15,149	5.01%
4	$29,000 and Over	$58,000 and Over	$43,000 and Over	$29,000 and Over	$15,150 and Over	6.69%

(5)(a) ~~(3)(a)~~ For taxable years beginning or deemed to begin on or after January 1, 2015, the minimum and maximum dollar amounts for each income tax bracket provided in subsections ~~subsection~~ (2) through (4) of this section shall be adjusted for inflation by the percentage determined under subdivision (5)(b) ~~(3)(b)~~ of this section. The rate applicable to any such income tax bracket shall not be changed as part of any adjustment under this subsection. The minimum and maximum dollar amounts for each income tax bracket as adjusted shall be rounded to the nearest ten-dollar amount. If the adjusted amount for any income tax bracket ends in a five, it shall be rounded up to the nearest ten-dollar amount.

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(b) The Tax Commissioner shall adjust the income tax brackets by the percentage determined pursuant to the provisions of section 1(f) of the Internal Revenue Code of 1986, as amended, except that in section 1(f)(3)(B) of the code the year 2013 shall be substituted for the year 1992. For 2015, the Tax Commissioner shall then determine the percent change from the twelve months ending on August 31, 2013, to the twelve months ending on August 31, 2014, and in each subsequent year, from the twelve months ending on August 31, 2013, to the twelve months ending on August 31 of the year preceding the taxable year. The Tax Commissioner shall prescribe new tax rate schedules that apply in lieu of the schedules set forth in subsections ~~subsection~~ (2) through (4) of this section.

(6) ~~(4)~~ Whenever the tax brackets or tax rates are changed by the Legislature, the Tax Commissioner shall update the tax rate schedules to reflect the new tax brackets or tax rates and shall publish such updated schedules.

(7) ~~(5)~~ The Tax Commissioner shall prepare, from the rate schedules, tax tables which can be used by a majority of the taxpayers to determine their Nebraska tax liability. The design of the tax tables shall be determined by the Tax Commissioner. The size of the tax table brackets may change as the level of income changes. The difference in tax between two tax table brackets shall not exceed fifteen dollars. The Tax Commissioner may build the personal exemption credit and standard deduction amounts into the tax tables.

(8) ~~(6)~~ For taxable years beginning or deemed to begin on or after January 1, 2013, the tax rate applied to other federal taxes included in the computation of the Nebraska individual income tax shall be 29.6 percent.

(9) ~~(7)~~ The Tax Commissioner may require by rule and regulation that all taxpayers shall use the tax tables if their income is less than the maximum income included in the tax tables.

Sec. 13. Section 77-2715.07, Revised Statutes Cumulative Supplement,

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2016, is amended to read:

77-2715.07 (1) There shall be allowed to qualified resident individuals as a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) A credit equal to the federal credit allowed under section 22 of the Internal Revenue Code; and

(b) A credit for taxes paid to another state as provided in section 77-2730.

(2) There shall be allowed to qualified resident individuals against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) For returns filed reporting federal adjusted gross incomes of greater than twenty-nine thousand dollars, a nonrefundable credit equal to twenty-five percent of the federal credit allowed under section 21 of the Internal Revenue Code of 1986, as amended, except that for taxable years beginning or deemed to begin on or after January 1, 2015, such nonrefundable credit shall be allowed only if the individual would have received the federal credit allowed under section 21 of the code after adding back in any carryforward of a net operating loss that was deducted pursuant to such section in determining eligibility for the federal credit;

(b) For returns filed reporting federal adjusted gross income of twenty-nine thousand dollars or less, a refundable credit equal to a percentage of the federal credit allowable under section 21 of the Internal Revenue Code of 1986, as amended, whether or not the federal credit was limited by the federal tax liability. The percentage of the federal credit shall be one hundred percent for incomes not greater than twenty-two thousand dollars, and the percentage shall be reduced by ten percent for each one thousand dollars, or fraction thereof, by which the reported federal adjusted gross income exceeds twenty-two thousand dollars, except that for taxable years beginning or deemed to begin on or after January 1, 2015, such refundable credit shall be allowed only if

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the individual would have received the federal credit allowed under section 21 of the code after adding back in any carryforward of a net operating loss that was deducted pursuant to such section in determining eligibility for the federal credit;

(c) A refundable credit as provided in section 77-5209.01 for individuals who qualify for an income tax credit as a qualified beginning farmer or livestock producer under the Beginning Farmer Tax Credit Act for all taxable years beginning or deemed to begin on or after January 1, 2006, under the Internal Revenue Code of 1986, as amended;

(d) A refundable credit for individuals who qualify for an income tax credit under the Angel Investment Tax Credit Act, the Nebraska Advantage Microenterprise Tax Credit Act, the Nebraska Advantage Research and Development Act, the Nebraska Property Tax Cuts and Opportunities Act, or the Volunteer Emergency Responders Incentive Act; and

(e) A refundable credit equal to ten percent of the federal credit allowed under section 32 of the Internal Revenue Code of 1986, as amended, except that for taxable years beginning or deemed to begin on or after January 1, 2015, such refundable credit shall be allowed only if the individual would have received the federal credit allowed under section 32 of the code after adding back in any carryforward of a net operating loss that was deducted pursuant to such section in determining eligibility for the federal credit.

(3) There shall be allowed to all individuals as a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) A credit for personal exemptions allowed under section 77-2716.01;

(b) A credit for contributions to certified community betterment programs as provided in the Community Development Assistance Act. Each partner, each shareholder of an electing subchapter S corporation, each beneficiary of an estate or trust, or each member of a limited liability

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company shall report his or her share of the credit in the same manner and proportion as he or she reports the partnership, subchapter S corporation, estate, trust, or limited liability company income;

(c) A credit for investment in a biodiesel facility as provided in section 77-27,236;

(d) A credit as provided in the New Markets Job Growth Investment Act;

(e) A credit as provided in the Nebraska Job Creation and Mainstreet Revitalization Act;

(f) A credit to employers as provided in section 77-27,238; and

(g) A credit as provided in the Affordable Housing Tax Credit Act.

(4) There shall be allowed as a credit against the income tax imposed by the Nebraska Revenue Act of 1967:

(a) A credit to all resident estates and trusts for taxes paid to another state as provided in section 77-2730;

(b) A credit to all estates and trusts for contributions to certified community betterment programs as provided in the Community Development Assistance Act; and

(c) A refundable credit for individuals who qualify for an income tax credit as an owner of agricultural assets under the Beginning Farmer Tax Credit Act for all taxable years beginning or deemed to begin on or after January 1, 2009, under the Internal Revenue Code of 1986, as amended. The credit allowed for each partner, shareholder, member, or beneficiary of a partnership, corporation, limited liability company, or estate or trust qualifying for an income tax credit as an owner of agricultural assets under the Beginning Farmer Tax Credit Act shall be equal to the partner's, shareholder's, member's, or beneficiary's portion of the amount of tax credit distributed pursuant to subsection (4) of section 77-5211.

(5)(a) For all taxable years beginning on or after January 1, 2007, and before January 1, 2009, under the Internal Revenue Code of 1986, as

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amended, there shall be allowed to each partner, shareholder, member, or beneficiary of a partnership, subchapter S corporation, limited liability company, or estate or trust a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 equal to fifty percent of the partner's, shareholder's, member's, or beneficiary's portion of the amount of franchise tax paid to the state under sections 77-3801 to 77-3807 by a financial institution.

(b) For all taxable years beginning on or after January 1, 2009, under the Internal Revenue Code of 1986, as amended, there shall be allowed to each partner, shareholder, member, or beneficiary of a partnership, subchapter S corporation, limited liability company, or estate or trust a nonrefundable credit against the income tax imposed by the Nebraska Revenue Act of 1967 equal to the partner's, shareholder's, member's, or beneficiary's portion of the amount of franchise tax paid to the state under sections 77-3801 to 77-3807 by a financial institution.

(c) Each partner, shareholder, member, or beneficiary shall report his or her share of the credit in the same manner and proportion as he or she reports the partnership, subchapter S corporation, limited liability company, or estate or trust income. If any partner, shareholder, member, or beneficiary cannot fully utilize the credit for that year, the credit may not be carried forward or back.

(6) There shall be allowed to all individuals nonrefundable credits against the income tax imposed by the Nebraska Revenue Act of 1967 as provided in section 77-3604 and refundable credits against the income tax imposed by the Nebraska Revenue Act of 1967 as provided in section 77-3605.

Sec. 14. Section 77-2734.02, Revised Statutes Cumulative Supplement, 2016, is amended to read:

77-2734.02 (1) Except as provided in subsection (2) of this section, a tax is hereby imposed on the taxable income of every corporate taxpayer that is doing business in this state:

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(a) For taxable years beginning or deemed to begin before January 1, 2013, at a rate equal to one hundred fifty and eight-tenths percent of the primary rate imposed on individuals under section 77-2701.01 on the first one hundred thousand dollars of taxable income and at the rate of two hundred eleven percent of such rate on all taxable income in excess of one hundred thousand dollars. The resultant rates shall be rounded to the nearest one hundredth of one percent; ~~and~~

(b) For taxable years beginning or deemed to begin on or after January 1, 2013, and before January 1, 2019, at a rate equal to 5.58 percent on the first one hundred thousand dollars of taxable income and at the rate of 7.81 percent on all taxable income in excess of one hundred thousand dollars; ~~.~~

(c) For taxable years beginning or deemed to begin on or after January 1, 2019, and before January 1, 2020, at a rate equal to 5.58 percent on the first one hundred thousand dollars of taxable income and at the rate of 6.75 percent on all taxable income in excess of one hundred thousand dollars; and

(d) For taxable years beginning or deemed to begin on or after January 1, 2020, at a rate equal to 5.58 percent on the first one hundred thousand dollars of taxable income and at the rate of 6.69 percent on all taxable income in excess of one hundred thousand dollars.

For corporate taxpayers with a fiscal year that does not coincide with the calendar year, the individual rate used for this subsection shall be the rate in effect on the first day, or the day deemed to be the first day, of the taxable year.

(2) An insurance company shall be subject to taxation at the lesser of the rate described in subsection (1) of this section or the rate of tax imposed by the state or country in which the insurance company is domiciled if the insurance company can establish to the satisfaction of the Tax Commissioner that it is domiciled in a state or country other than Nebraska that imposes on Nebraska domiciled insurance companies a

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retaliatory tax against the tax described in subsection (1) of this section.

(3) For a corporate taxpayer that is subject to tax in another state, its taxable income shall be the portion of the taxpayer's federal taxable income, as adjusted, that is determined to be connected with the taxpayer's operations in this state pursuant to sections 77-2734.05 to 77-2734.15.

(4) Each corporate taxpayer shall file only one income tax return for each taxable year.

Sec. 15. Section 77-4211, Reissue Revised Statutes of Nebraska, is amended to read:

77-4211 The Property Tax Credit Cash Fund is created. The fund shall only be used pursuant to the Property Tax Credit Act. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act. The State Treasurer shall transfer the unobligated balance in the fund to the General Fund on or before September 30, 2018, as directed by the budget administrator of the budget division of the Department of Administrative Services.

Sec. 16. Section 77-4212, Revised Statutes Supplement, 2017, is amended to read:

77-4212 (1) For tax year 2007, the amount of relief granted under the Property Tax Credit Act shall be one hundred five million dollars. For tax year 2008, the amount of relief granted under the act shall be one hundred fifteen million dollars. It is the intent of the Legislature to fund the Property Tax Credit Act for tax years ~~after tax year~~ 2008 through 2016 using available revenue. For tax year 2017, the amount of relief granted under the act shall be two hundred twenty-four million dollars. The relief shall be in the form of a property tax credit which appears on the property tax statement. For tax year 2018 and each tax year thereafter, the amount of relief granted under the act shall be

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zero.

(2)(a) For tax years prior to tax year 2017, to determine the amount of the property tax credit, the county treasurer shall multiply the amount disbursed to the county under subdivision (4)(a) of this section by the ratio of the real property valuation of the parcel to the total real property valuation in the county. The amount determined shall be the property tax credit for the property.

(b) For ~~Beginning with~~ tax year 2017, to determine the amount of the property tax credit, the county treasurer shall multiply the amount disbursed to the county under subdivision (4)(b) of this section by the ratio of the credit allocation valuation of the parcel to the total credit allocation valuation in the county. The amount determined shall be the property tax credit for the property.

(3) If the real property owner qualifies for a homestead exemption under sections 77-3501 to 77-3529, the owner shall also be qualified for the relief provided in the act to the extent of any remaining liability after calculation of the relief provided by the homestead exemption. If the credit results in a property tax liability on the homestead that is less than zero, the amount of the credit which cannot be used by the taxpayer shall be returned to the State Treasurer by July 1 of the year the amount disbursed to the county was disbursed. The State Treasurer shall immediately credit any funds returned under this subsection to the Property Tax Credit Cash Fund. Upon the return of any funds under this subsection, the county treasurer shall electronically file a report with the Property Tax Administrator, on a form prescribed by the Tax Commissioner, indicating the amount of funds distributed to each taxing unit in the county in the year the funds were returned, any collection fee retained by the county in such year, and the amount of unused credits returned.

(4)(a) For tax years prior to tax year 2017, the amount disbursed to each county shall be equal to the amount available for disbursement

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determined under subsection (1) of this section multiplied by the ratio of the real property valuation in the county to the real property valuation in the state. By September 15, the Property Tax Administrator shall determine the amount to be disbursed under this subdivision to each county and certify such amounts to the State Treasurer and to each county. The disbursements to the counties shall occur in two equal payments, the first on or before January 31 and the second on or before April 1. After retaining one percent of the receipts for costs, the county treasurer shall allocate the remaining receipts to each taxing unit levying taxes on taxable property in the tax district in which the real property is located in the same proportion that the levy of such taxing unit bears to the total levy on taxable property of all the taxing units in the tax district in which the real property is located.

(b) For ~~Beginning with~~ tax year 2017, the amount disbursed to each county shall be equal to the amount available for disbursement determined under subsection (1) of this section multiplied by the ratio of the credit allocation valuation in the county to the credit allocation valuation in the state. By September 15, the Property Tax Administrator shall determine the amount to be disbursed under this subdivision to each county and certify such amounts to the State Treasurer and to each county. The disbursements to the counties shall occur in two equal payments, the first on or before January 31 and the second on or before April 1. After retaining one percent of the receipts for costs, the county treasurer shall allocate the remaining receipts to each taxing unit based on its share of the credits granted to all taxpayers in the taxing unit.

(5) For purposes of this section, credit allocation valuation means the taxable value for all real property except agricultural land and horticultural land, one hundred twenty percent of taxable value for agricultural land and horticultural land that is not subject to special valuation, and one hundred twenty percent of taxable value for

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agricultural land and horticultural land that is subject to special valuation.

(6) The State Treasurer shall transfer from the General Fund to the Property Tax Credit Cash Fund one hundred five million dollars by August 1, 2007, and one hundred fifteen million dollars by August 1, 2008.

(7) The Legislature shall have the power to transfer funds from the Property Tax Credit Cash Fund to the General Fund.

Sec. 17. Section 77-4602, Reissue Revised Statutes of Nebraska, is amended to read:

77-4602 (1) Within fifteen days after the end of each month, the Tax Commissioner shall provide a public statement of actual General Fund net receipts and a comparison of such actual net receipts to the monthly estimate certified pursuant to section 77-4601.

(2) Within fifteen days after the end of each fiscal year, the public statement shall also include a summary of actual General Fund net receipts and estimated General Fund net receipts for the fiscal year.

(3) If the actual General Fund net receipts for the fiscal year as reported in subsection (2) of this section exceed estimated receipts for the fiscal year, the Tax Commissioner shall immediately certify to the director such excess amount. The following shall apply to such excess amount:

(a) Through July 2018, the ~~The~~ State Treasurer shall immediately transfer an amount equal to such excess amount from the General Fund to the Cash Reserve Fund upon certification by the director of such excess amount; and ~~.~~

(b) Beginning July 2019:

(i) If the excess amount is less than one percent of the estimated General Fund net receipts for the fiscal year, the State Treasurer shall immediately transfer an amount equal to such excess amount from the General Fund to the Cash Reserve Fund upon certification by the director of such excess amount; or

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(ii) If the excess amount is one percent or more of the estimated General Fund net receipts for the fiscal year, the State Treasurer shall immediately transfer the amount by which the excess amount exceeds one percent of the estimated General Fund net receipts for the fiscal year from the General Fund to the Cash Reserve Fund upon certification by the director of such amount.

Sec. 18. Section 81-1201.21, Revised Statutes Cumulative Supplement, 2016, is amended to read:

81-1201.21 (1) There is hereby created the Job Training Cash Fund. The fund shall be under the direction of the Department of Economic Development. Money may be transferred to the fund pursuant to subdivision (1)(b)(iii) of section 48-621 and from the Cash Reserve Fund at the direction of the Legislature. The department shall establish a subaccount for all money transferred from the Cash Reserve Fund to the Job Training Cash Fund on or after July 1, 2005. The State Treasurer shall transfer five million dollars from the General Fund to the Job Training Cash Fund on or before July 15, 2018, as directed by the budget administrator of the budget division of the Department of Administrative Services. The State Treasurer shall transfer five million dollars from the General Fund to the Job Training Cash Fund on or before July 15, 2019, as directed by the budget administrator of the budget division of the Department of Administrative Services.

(2) The money in the Job Training Cash Fund or the subaccount established in subsection (1) of this section shall be used (a) to provide reimbursements for job training activities, including employee assessment, preemployment training, on-the-job training, training equipment costs, and other reasonable costs related to helping industry and business locate or expand in Nebraska, (b) to provide upgrade skills training of the existing labor force necessary to adapt to new technology or the introduction of new product lines, (c) to provide grants pursuant to section 81-1210.02, (d) as provided in section 79-2308, or (e) as

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provided in section 48-3405. The department shall give a preference to job training activities carried out in whole or in part within an enterprise zone designated pursuant to the Enterprise Zone Act.

(3) The department shall establish a subaccount within the fund to provide training grants for training employees and potential employees of businesses that (a) employ twenty-five or fewer employees on the application date, (b) employ, or train for potential employment, residents of rural areas of Nebraska, or (c) are located in or employ, or train for potential employment, residents of high-poverty areas as defined in section 81-1203. The department shall calculate the amount of prior year investment income earnings accruing to the fund and allocate such amount to the subaccount for training grants under this subsection. The subaccount shall also be used as provided in the Teleworker Job Creation Act and as provided in section 81-1210.02. The department shall give a preference to training grants for businesses located in whole or in part within an enterprise zone designated pursuant to the Enterprise Zone Act.

(4) The State Treasurer shall transfer:

(a) Two hundred fifty thousand dollars from the Job Training Cash Fund to the General Fund no later than July 15 of 2015 and 2016; and

(b) Two hundred fifty thousand dollars from the Job Training Cash Fund to the Sector Partnership Program Fund on or before July 15, 2016.

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

Sec. 19. Original sections 77-4211 and 77-4602, Reissue Revised Statutes of Nebraska, sections 77-202, 77-693, 77-801, 77-1238, 77-1248, 77-2715.03, 77-2715.07, 77-2734.02, and 81-1201.21, Revised Statutes Cumulative Supplement, 2016, and section 77-4212, Revised Statutes Supplement, 2017, are repealed.

Sec. 20. Since an emergency exists, this act takes effect when passed and approved according to law.

PREPARED BY: Douglas Gibbs
DATE PREPARED: January 29, 2018
PHONE: 402-471-0051

LB 947

Revision: 00

FISCAL NOTE

LEGISLATIVE FISCAL ANALYST ESTIMATE

ESTIMATE OF FISCAL IMPACT – STATE AGENCIES **(See narrative for political subdivision estimates)**

	FY 2018-19		FY 2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
GENERAL FUNDS	See Below	See Below	See Below	See Below
CASH FUNDS	See Below	See Below	See Below	See Below
FEDERAL FUNDS				
OTHER FUNDS				
TOTAL FUNDS	See Below	See Below	See Below	See Below

Any Fiscal Notes received from state agencies and political subdivisions are attached following the Legislative Fiscal Analyst Estimate.

LB 947 makes a number of changes to the Nebraska Revenue Act of 1967; creates the Nebraska Property Tax Cuts and Opportunities Act; and eliminates credits under the Property Tax Credit Act and the Personal Property Tax Relief Act.

Sections 1 through 6 of the bill create the Nebraska Property Tax Cuts and Opportunities Act. For tax years on or after January 1, 2018 each resident owner of a homestead is allowed a refundable income tax credit equal to a percentage of property taxes paid during the taxable year on the homestead. For 2018 the percentage is 10% with a dollar limitation of $230. For 2019 and thereafter the percentage may increase as specified in Section 5 of the bill but not to exceed 30% with a limitation of $730.

Section 77-3502 defines homestead as either:

(1) A residence or mobile home, and the land surrounding it, not exceeding one acre, in this state actually occupied as such by a natural person who is the owner of record thereof from January 1 through August 15 in each year,
(2) A residence or mobile home located on land leased by the owner of record from January 1 through August 15 in each year, or so occupied by the surviving spouse and minor children, if any, of such owner of record during the year of the owner's death, or so much thereof as shall be so occupied,
(3) A residential unit in a dwelling complex, the record owner of which is a not-for-profit corporation, when the purchase for fair market value of a life tenancy in a taxable unit of the dwelling complex entitles the purchaser to exclusive occupancy of that unit for life, actually occupied by a natural person who has a life tenancy therein from January 1 through August 1 in each year.
(4) For purposes of this section, mobile home shall include every transportable or relocatable device of any description without motive power and designed for living quarters, whether or not permanently attached to real estate, but shall not include a cabin trailer registered for operation upon the highways of this state.

For agricultural land for tax years on or after January 1, 2018, each resident individual is allowed a refundable income credit equal to a percentage of property tax paid during the taxable year on agricultural or horticultural land, farm sites, and improvements on farm sites. For 2018 the percentage is 10% and for 2019 and thereafter the percentage may be increased as provided by Section 5 of the act not to exceed 30%.

Section 5 of the bill provides that the percentage described above may be increased if actual General Fund net receipts for the fiscal year ending during the taxable year are at least 101% of the certified estimated receipts for such fiscal year. The percentage for both homesteads and agricultural land may be increased by two percentage points.

Sections 7 through 11 of the bill amend sections of statute dealing with personal property to eliminate exemptions as provided in the Personal Property Tax Relief Act for tax years 2019 and thereafter.

Section 12 of LB 947 amends Nebraska income tax brackets and rates. For tax year 2019 the top bracket is changed from 6.84% to 6.75% and for tax year 2020 and thereafter, the top bracket rate is changed to 6.69%.

Section 14 amends the Nebraska corporate income tax rate for tax year 2019 to 6.75% on all taxable income in excess of $100,000 and for tax year 2020 and thereafter, at a rate of 6.69% for all taxable income in excess of $100,000.

For the first $100,000 of corporate income the rate remains at 5.58%.

Section 77-4211 is amended to require the State Treasurer to transfer the unobligated balance in the Property Tax Credit Cash Fund to the General Fund on or before September 30, 2018.

Section 77-4212 is amended to eliminate the relief provided under the Property Tax Credit Act for tax year 2018 and thereafter.

Section 77-4602 is amended to change the transfer to the Cash Reserve Fund. Beginning July 2019:

(1) If the excess of amount of actual General Fund net receipts for the fiscal year is less than 1% of the estimated General Fund net receipts, the excess amount shall be transferred to the Cash Reserve Fund; or

(2) If the excess amount is 1% or more of estimated General Fund net receipts for the fiscal year, the amount transferred to the Cash Reserve Fund is the amount by which the excess amount exceeds 1% of the estimated net receipts.

Section 81-1201.21 dealing with the Job Training Cash Fund, is amended to provide for a transfer of $5,000,000 from the General Fund to the Job Training Cash Fund on or before July 15, 2018 and $5,000,000 from the General Fund to the Job Training Cash Fund on or before July 15, 2019.

The bill contains the emergency clause.

The Department of Revenue estimates the following fiscal impact to the General Fund as a result of the provisions of LB 947:

Fiscal Year:	Elimination of Real and Personal Property Tax programs:	Transfer to Job Training Cash Fund:	Transfer from Property Tax Credit Cash Fund:	Refundable Income Tax Credit:	Individual Income Tax Rate Reduction:	Corporate Income Tax Rate Reduction:	Total General Fund Impact:
FY2018-19:	$221,000,000	($ 5,000,000)	$ 5,000,000	($210,320,000)	($ 8,680,000)	($ 4,750,000)	($ 2,740,000)
FY2019-20:	$240,000,000	($ 5,000,000)		($275,660,000)	($27,220,000)	($18,960,000)	($ 86,830,000)
FY2020-21:	$240,000,000			($329,850,000)	($36,970,000)	($33,580,000)	($160,830,000)
FY2021-22:	$240,000,000			($334,050,000)	($38,960,000)	($39,410,000)	($172,410,000)
FY2022-23:	$240,000,000			($392,530,000)	($41,100,000)	($40,460,000)	($234,090,000)
FY2023-24:	$240,000,000			($453,540,000)	($43,360,000)	($41,480,000)	($298,380,000)
FY2024-25:	$240,000,000			($459,140,000)	($45,750,000)	($42,930,000)	($307,830,000)
FY2025-26:	$240,000,000			($524,940,000)	($48,260,000)	($44,650,000)	($377,850,000)
FY2026-27:	$240,000,000			($593,560,000)	($50,920,000)	($46,440,000)	($450,910,000)
FY2027-28:	$240,000,000			($600,750,000)	($53,720,000)	($48,300,000)	($462,770,000)

The Department of Revenue assumes the refundable income tax credit rate and cap increase for the following years: 2019, 2020, 2022,2023,2025,2026.

The Department indicates they will require a one-time programming cost of $120,599 to add lines to the 1040N, add a new schedule, and incorporate other changes to the mainframe system. They will also require 1.0 FTE for an IT Applications Developer Senior level to develop and maintain the new database of information collected from counties to verify the credit. PSL for FY18-19 is $65,200 and for FY19-20 is $66,700. Total expenditures for FY18-19 is $212,299 and for FY19-20 is $88,700.

We have no basis to disagree with the Department of Revenue's estimate of fiscal impact and cost.

ADMINISTRATIVE SERVICES STATE BUDGET DIVISION: REVIEW OF AGENCY & POLT. SUB. RESPONSE		
LB: 947	AM:	AGENCY/POLT. SUB: Dept. of Revenue
REVIEWED BY: Lyn Heaton	DATE: 1/29/2018	PHONE: (402) 471-4181
COMMENTS: Given the stated assumptions, we have no basis upon which to disagree with the Department of Revenue's analysis of the impact on General Fund revenue. It is also reasonable to conclude that the Department will incur costs to administer the collection and validation of data from taxpayers and from counties regarding the new refundable tax credit program.		

LB 947 Fiscal Note 2018

State Agency Estimate

State Agency Name: Department of Revenue					Date Due LFA:	
Approved by: Tony Fulton	Date Prepared:				Phone: 471-5896	
	FY 2018-2019		**FY 2019-2020**		**FY 2020-2021**	
	Expenditures	Revenue	Expenditures	Revenue	Expenditures	Revenue
General Funds	$ 212,299	($2,740,000)	($15,911,300)	($102,830,000)	($15,910,000)	($176,400,000)
Cash Funds	($216,000,000)	($221,000,000)	($219,000,000)	($219,000,000)	($224,000,000)	($224,000,000)
Federal Funds						
Other Funds						
Total Funds	($215,787,701)	($223,740,000)	($234,911,300)	($321,830,000)	($239,910,000)	($400,400,000)

LB 947 would adopt the Nebraska Property Tax Cuts and Opportunities Act. Beginning with taxable years beginning on or after January 1, 2018, a resident individual who is the owner of a homestead will receive an income tax credit equal to 10% of the property taxes paid on the homestead during the taxable year, not to exceed $230. Also, beginning with taxable years beginning on or after January 1, 2018, a resident individual who owns, directly or indirectly, agricultural or horticultural land, farm sites or improvements to farm sites will receive an income tax credit equal to 10% of the property taxes paid on that property during the taxable year.

Corporate taxpayers and pass-through entities (i.e., S corps, partnerships, estates, trusts, and LLCs) would not be eligible to take either credit, but the real property taxes paid by the pass-through would be allocated to the individual owners in the same proportion as income.

Beginning in tax year 2019, the percentage of the taxes paid that is allowable as a credit will be increased by 2% if the General Fund receipts for the fiscal year that ends June 30 of the tax year exceed the certified forecast by 1% or more. If that occurs, the limitation on the homestead credit will also increase by $50. The percentage of relief cannot exceed 30% and the limitation cannot exceed $730. Section 13 would amend Neb. Rev. Stat. § 77-2715.07 to incorporate these credits into the individual income tax credits.

Sections 7 through 11 would amend §§ 77-202, 77-693, 77-801, 77-1238, and 77-1248 to repeal the personal property tax exemption for the first $10,000 of personal property in each tax district beginning with property tax year 2019.

Sections 15 and 16 eliminate the money available for the Property Tax Credit Act beginning with property tax year 2018, and transfer the unobligated balance to the General Fund on or before September 30, 2018.

Section 12 would amend Neb. Rev. Stat. § 77-2715.03 to decrease the highest individual income tax rate from 6.84% to 6.75% for tax year 2019 and to 6.69% for tax years beginning on or after January 1, 2020.

Section 14 would amend Neb. Rev. Stat. § 77-2734.02 to decrease the highest corporate income tax rate from 7.81% to 6.75% for tax year 2019, and to 6.69% for tax years beginning on or after January 1, 2020.

Section 18 would amend Neb. Rev. Stat. § 81-1201.21 to transfer $5 million from the General Fund to the Job Training Cash Fund on or before July 15, 2018, and another $5 million on or before July 15, 2019.

Section 19 is the repealer and section 20 declares an emergency.

The estimated fiscal impact of LB 947 would be as follows (values are in million dollars):

	Impact on General Fund Due to the Following:						
Fiscal Year	Elimination of Real and Personal Property Tax Programs	Transfer to Job Training Cash Fund	Transfer from Property Tax Credit Cash Fund	Refundable Income Tax Credit	Individual Income Tax Rate Reduction	Corporation Income Tax Rate Reduction	Total General Fund Impact
FY17-18							
FY18-19	$221.00	($5.00)	$5.00	($210.32)	($8.68)	($4.75)	($2.74)
FY19-20	$240.00	($5.00)		($275.66)	($27.22)	($18.96)	($86.83)
FY20-21	$240.00			($329.85)	($36.97)	($33.58)	($160.40)
FY21-22	$240.00			($334.05)	($38.96)	($39.41)	($172.41)
FY22-23	$240.00			($392.53)	($41.10)	($40.46)	($234.09)
FY23-24	$240.00			($453.54)	($43.36)	($41.48)	($298.38)
FY24-25	$240.00			($459.14)	($45.75)	($42.93)	($307.83)
FY25-26	$240.00			($524.94)	($48.26)	($44.65)	($377.85)
FY26-27	$240.00			($593.56)	($50.92)	($46.44)	($450.91)
FY27-28	$240.00			($600.75)	($53.72)	($48.30)	($462.77)

The estimates assume the refundable income tax credit rate and cap increase for the following years: 2019, 2020, 2022, 2023, 2025, and 2026.

LB 947 will require a one-time programming charge of $120,599 to add lines to the 1040N and add a new schedule, and incorporate other changes to the mainframe system for implementation of LB 947. The bill will also require one FTE on an ongoing basis at the IT Application Developer/Senior level to develop and maintain the new database of information collected from the counties to verify the credit.

Major Objects of Expenditure

Class Code	Classification Title	18-19 FTE	19-20 FTE	20-21 FTE	18-19 Expenditures	19-20 Expenditures	20-21 Expenditures
A07012	IT Applications Developer/Senior	1.0	1.0	1.0	$ 65,200	$ 66,700	$ 67,700
Benefits					$ 21,500	$ 22,000	$ 22,300
Operating Costs					$120,599		
Travel							
Capital Outlay					$ 5,000		
Capital Improvements							
Total					$ 212,299	$ 88,700	$ 90,000

One Hundred Fifth Legislature - Second Session - 2018

Introducer's Statement of Intent

LB947

Chairperson: Senator Jim Smith

Committee: Revenue

Date of Hearing: January 31, 2018

The following constitutes the reasons for this bill and the purposes which are sought to be accomplished thereby:

LB 947 would allow for the adoption of the Nebraska Property Tax Cuts and Opportunities Act. Under the Act:

Residential homeowners shall be allowed a refundable income tax credit equal to a percentage of property taxes paid during the taxable year. Beginning January 2018, the credit shall be ten percent of property taxes paid. For taxable year 2019 and each year thereafter, if actual net General Fund receipts come in at least one percent above certified estimated receipts, the percentage used to calculate the refundable income tax credits shall be the percentage from the prior year plus two percentage points, not to exceed thirty percent. For taxable year 2018, the limitation amount of the refundable income tax credit shall be $230 per homestead. For taxable year 2019 and each year thereafter, if the percentage used to calculate the credit is increased, the limitation amount may be increased each year by a maximum of $50, not to exceed $730.

Resident individuals paying property taxes on agricultural land and horticultural land, farm sites and improvements on farm sites shall be allowed a refundable income tax credit equal to a percentage of property taxes paid during the taxable year. Beginning January 2018, the credit shall be ten percent of property taxes paid. For taxable year 2019 and each year thereafter, if actual net General Fund receipts come in at least one percent above certified estimated receipts, the percentage used to calculate the refundable income tax credits shall be the percentage from the prior year plus two percentage points, not to exceed thirty percent. There is no limitation amount on the refundable income tax credit.

LB 947 provides for a two-year phase down of the top individual income tax rate from 6.84% to 6.69%. Additionally, the bill provides for a two-year phase down of the corporate tax rate for all taxable income in excess of $100,000 from 7.81% to 6.69%.

The bill directs the State Treasurer to transfer from the General Fund $5 million to the Job Training Cash Fund on or before July 15, 2018 and another $5 million to the fund on or before July 15, 2019.

Finally, LB 947 eliminates exemptions under the Personal Property Tax Relief Act and eliminates credits under the Property Tax Credit Act to fund the income tax credits and tax-rate reductions proposed in the bill.

Principal Introducer: _____

Senator Jim Smith

LB997
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 997

Introduced by Murante, 49; Erdman, 47.

Read first time January 11, 2018

Committee: Government, Military and Veterans Affairs

A BILL FOR AN ACT relating to political subdivisions; to define a term; and to provide limits on certain salaries and benefits as prescribed.

Be it enacted by the people of the State of Nebraska,

LB997
2018

Section 1. (1) For purposes of this section, administrative employee means an employee whose primary responsibilities are supervisory or supportive in nature and includes, but is not limited to, a superintendent, principal, city clerk, city administrator, county clerk, county administrator, or similar position that performs a similar administrative function and any personnel whose position provides support to such positions.

(2) Beginning with budget cycles starting on or after January 1, 2019, no political subdivision shall spend more than five percent of its budget for salaries and benefits for administrative employees.

LB998
2018

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 998

Introduced by Walz, 15; Hansen, 26; Howard, 9; McCollister, 20; Morfeld, 46; Pansing Brooks, 28; Quick, 35; Stinner, 48; Vargas, 7; Williams, 36; Wishart, 27.

Read first time January 11, 2018

Committee: Education

A BILL FOR AN ACT relating to the Educational Service Units Act; to amend section 79-1201, Reissue Revised Statutes of Nebraska; to state findings; to create the Collaborative School Behavioral and Mental Health Program; to provide powers and duties; to create a fund; to harmonize provisions; and to repeal the original section.

Be it enacted by the people of the State of Nebraska,

LB998
2018

Section 1. Section 79-1201, Reissue Revised Statutes of Nebraska, is amended to read:

79-1201 Sections 79-1201 to 79-1249 and sections 2 to 7 of this act shall be known and may be cited as the Educational Service Units Act.

Sec. 2. The Legislature finds that:

(1) Behavioral and mental health needs of students are frequently identified in a school setting and affect the ability of teachers to teach and the ability of students to learn;

(2) The findings of the Adverse Childhood Experiences Study conducted by the federal Centers for Disease Control and Prevention make it clear that childhood experiences have a tremendous impact on lifelong health, wellness, and opportunity;

(3) Superintendents, principals, and other school personnel in Nebraska ranked the availability of people to provide behavioral and mental health services as the number one support need for schools in 2017; and

(4) The creation of a collaborative school behavioral and mental health program with initiatives in each of the educational service units would provide schools with the needed support in the most efficient manner in order to promote classroom learning and prevent student involvement in the child welfare system or the juvenile justice system.

Sec. 3. (1) The Collaborative School Behavioral and Mental Health Program is created. The goal of the program is to provide each educational service unit with a social worker (a) to train teachers and other school personnel and (b) to work with parents, schools, behavioral and mental health care providers, and other community resources in order to provide timely, effective, and family-centered services.

(2) At such time as the Collaborative School Behavioral and Mental Health Fund reaches a balance of at least three million six hundred thousand dollars, the Educational Service Unit Coordinating Council shall begin implementation of the program pursuant to sections 2 to 7 of this

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2018

act.

(3) Three years after the program is implemented under subsection (2) of this section, each educational service unit shall determine the cost of the program in its service area. If the educational service unit determines that it will continue to participate in the program, the cost shall be born equally between the educational service unit, school districts within the educational service unit, the General Fund, and private donations. If the cost of the program for an educational service unit exceeds the available funds for the educational service unit, the program shall not continue in such service area.

(4) Each initiative shall be a partnership between the Educational Service Unit Coordinating Council, the educational service unit, and the school districts within the educational service unit.

Sec. 4. (1) At such time as implementation begins under section 3 of this act, the Educational Service Unit Coordinating Council shall administer the Collaborative School Behavioral and Mental Health Program, including employing a coordinator for the program and a social worker for each educational service unit.

(2) As part of such administration, the Educational Service Unit Coordinating Council shall:

(a) Establish requirements for initiatives in each educational service unit to implement the program which include the components in section 6 of this act;

(b) Solicit annual program plans from each educational service unit and ensure that the plans meet initiative requirements;

(c) Identify evidence-based best practices in interventions for students and coordinate the delivery of evidence-based training to social workers and other school personnel on at least an annual basis;

(d) Complete an annual evaluation of the program in each educational service unit based on the number of students referred, assessed, or served, implementation of evidence-based practices, and improved health

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2018

and academic outcomes for students; and

(e) Create and maintain a statewide map of behavioral and mental health services available in the state.

Sec. 5. To further the goal of the Collaborative School Behavioral and Mental Health Program stated in section 3 of this act, a social worker employed by the Educational Service Unit Coordinating Council may:

(1) Work to empower students, families, and school personnel to access available opportunities and resources to fully develop each student's potential;

(2) Administer evidence-based screening tools to identify students in need of services;

(3) Administer evidence-based assessment tools, if qualified, to assist in matching students with appropriate health care providers;

(4) Meet with school personnel, students, and families to facilitate behavioral or mental health care;

(5) Advocate for appropriate services for students and their families;

(6) Coordinate access to services provided by outside agencies to students within the educational setting;

(7) Maintain case files and reports to track problems and progress and recognize patterns in behavior; or

(8) Provide behavioral and mental health care training and support to school personnel and students.

Sec. 6. An educational service unit may develop an initiative for implementation of the Collaborative School Behavioral and Mental Health Program within the educational service unit with the following components:

(1) Agreements with specific referral sources, including, but not limited to, community behavioral and mental health care providers, nonprofits and other community resources to serve students, public and private schools, and the Nebraska Family Helpline of the Department of

Health and Human Services;

(2) Training for referral sources to recognize and refer students who could benefit from the program;

(3) Strategies to utilize available health insurance or the medical assistance program;

(4) At least one social worker who shall meet with families, assess needs, identify barriers to accessing services, and assist with making connections to resources that exist within the community;

(5) Plans for mapping services that benefit the well-being of struggling students within the communities in the educational service unit that are being served by the initiative; and

(6) Plans for collecting and submitting documentation of outcomes and for participation in evaluation activities as required by the Educational Service Unit Coordinating Council.

Sec. 7. (1) The Collaborative School Behavioral and Mental Health Fund is created. The Educational Service Unit Coordinating Council shall administer the fund for the purpose of implementing the Collaborative School Behavioral and Mental Health Program.

(2) The State Treasurer shall credit to the fund such money as is (a) transferred to the fund by the Legislature, (b) donated as gifts, bequests, or other contributions to such fund from public or private entities, or (c) made available by any department or agency of the United States.

(3) The Legislature shall not appropriate or transfer money from the fund for any purpose other than the purposes stated in this section, except that the Legislature may appropriate or transfer money from the fund upon a finding that such purposes are not being accomplished by the fund.

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

Sec. 8. Original section 79-1201, Reissue Revised Statutes of Nebraska, is repealed.

Legislative Committee Meeting
Wednesday, March 7, 2018 11:00 AM
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Approve MSA Governmental Relations (2 year)

3.2. Legislative Update (Bromm & Associates and NCSA)
Bromm & Associates

3.2.1. LB651 - Adopt the Nebraska Reading Improvement Act

3.2.2. LB801 - Adopt the Panhandle Beginnings Act to provide certain services to school-age children
Committee Chair

3.2.3. LB803 - Change provisions related to kindergarten, early childhood education, and the Step Up to Quality Childcare Act

3.2.4. LB829 - Adopt the Property Tax Relief Act

3.2.5. LB851 - Limit superintendent and educational service unit administrator compensation
Committee Chair

3.2.6. LB876 - Change special education reimbursements
Committee Chair

3.2.7. LB944 - Provide, change, and eliminate provisions relating to appropriations and reduce appropriations
Committee Chair

3.2.8. LB945 - Provide for transfers of funds and change transfer provisions
Committee Chair

3.2.9. LB946 - Change provisions relating to the Cash Reserve Fund
Committee Chair

3.2.10. LB947 - Adopt the Nebraska Property Tax Cuts and Opportunities Act, change income tax rates, and eliminate certain exemptions and credits

3.2.11. LB997 - Provide limits on salaries of administrative employees of political subdivisions
Committee Chair

3.2.12. LB998 - Create the Collaborative School Behavioral and Mental Health Program
Committee Chair

3.2.13. LB1001 - Provide for a review of the financing of schools

3.2.14. LR285CA - Constitutional amendment to eliminate the State Board of Education
Committee Chair

3.3. Economic Forecast Board
Ludwig, Bromm, Dulaney

3.4. Recap Legislative Day/Marketing
Executive Director Ludwig

3.5. ESUCC Proposed Legislation
Executive Director Ludwig

4. Next Meetings Agenda Items
Committee Chair

5. Executive Session
Committee Chair

6. Adjournment
Committee Chair

LR285CA
2018

ONE HUNDRED FIFTH LEGISLATURE

SECOND SESSION

LEGISLATIVE RESOLUTION 285CA

PROPOSED CONSTITUTIONAL AMENDMENT

Introduced by Murante, 49.

Read first time January 16, 2018

Committee: Education

THE MEMBERS OF THE ONE HUNDRED FIFTH LEGISLATURE OF NEBRASKA, SECOND SESSION, RESOLVE THAT:

Section 1. At the general election in November 2018, the following proposed amendment to the Constitution of Nebraska shall be submitted to the electors of the State of Nebraska for approval or rejection:

To amend Article VII, section 2, Article VII, section 4, and Article XIII, section 1, and repeal Article VII, section 3:

VII-2 ~~The State Department of Education shall be comprised of a State Board of Education and a Commissioner of Education.~~ The State Department of Education shall have general supervision and administration of the school system of the state and of such other activities as the Legislature may direct.

VII-4 The Governor ~~State Board of Education~~ shall appoint and fix the compensation of the Commissioner of Education, who shall be the ~~executive officer of the State Board of Education and the~~ administrative head of the State Department of Education, and who shall have such powers and duties as the Legislature may direct. ~~The board shall appoint all employees of the State Department of Education on the recommendation of the Commissioner of Education.~~

XIII-1 The state may, to meet casual deficits, or failures in the revenue, contract debts never to exceed in the aggregate one hundred thousand dollars, and no greater indebtedness shall be incurred except for the purpose of repelling invasion, suppressing insurrection, or

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defending the state in war, and provision shall be made for the payment of the interest annually, as it shall accrue, by a tax levied for the purpose, or from other sources of revenue, which law providing for the payment of such interest by such tax shall be irrepealable until such debt is paid; Provided, that if the Legislature determines by a three-fifths vote of the members elected thereto that (1) the need for construction of highways in this state requires such action, it may authorize the issuance of bonds for such construction, and for the payment of the interest and the retirement of such bonds it may pledge any tolls to be received from such highways or it may irrevocably pledge for the term of the bonds all or a part of any state revenue closely related to the use of such highways, such as motor vehicle fuel taxes or motor vehicle license fees and (2) the construction of water retention and impoundment structures for the purposes of water conservation and management will promote the general welfare of the state, it may authorize the issuance of revenue bonds for such construction, and for the payment of the interest and the retirement of such bonds it may pledge all or any part of any state revenue derived from the use of such structures; and provided further, that the Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and, at the direction of the Governor, the Commissioner of Education ~~the State Board of Education~~ may issue revenue bonds to construct, purchase, or otherwise acquire, extend, add to, remodel, repair, furnish, and equip dormitories, residence halls, single or multiple dwelling units, or other facilities for the housing and boarding of students, single or married, and faculty or other employees, buildings and structures for athletic purposes, student unions or centers, and for the medical care and physical development and activities of students, and buildings or other facilities for parking, which bonds shall be payable solely out of revenue, fees, and other payments derived from the use of the buildings and facilities constructed or acquired, including buildings

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and facilities heretofore or hereafter constructed or acquired, and paid for out of the proceeds of other issues of revenue bonds, and the revenue, fees, and payments so pledged need not be appropriated by the Legislature, and any such revenue bonds heretofore issued by either of such boards are hereby authorized, ratified, and validated. Bonds for new construction shall be first approved as the Legislature shall provide.

Article VII, section 3, of the Constitution of Nebraska is repealed.

Sec. 2. The proposed amendment shall be submitted to the electors in the manner prescribed by the Constitution of Nebraska, Article XVI, section 1, with the following ballot language:

A constitutional amendment to eliminate the State Board of Education and transfer the power to appoint the Commissioner of Education to the Governor and the power to issue revenue bonds to the Commissioner of Education at the direction of the Governor.

For

Against.

ESU Coordinating Council
Legislative Committee Meeting
March 7, 2018 at 11:00 AM Central
ESU No. 11
412 W. 14th Ave.
Holdrege, NE 68949

Attendance Taken at 11:03 AM.

Paul Calvert:	Present
Schnoes ESU 03:	Present
Lofquist ESU 09:	Present
Bell ESU 10:	Present
Barnes ESU 11:	Present
West ESU 13:	Absent
Standish ESU 18:	Absent

Attendance Update Taken at 11:15 AM.

West ESU 13: Present

1. Call to Order

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site**.**

Open Meetings Law: Pursuant to Section 84 - 1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Meeting called to order at 11:03

2. Roll Call

3. Agenda Item

3.1. Approve MSA Governmental Relations (2 year)

Two year agreement, no increase in cost.

Recommend approval of Governmental Relations contract with Bromm & Associates Passed with a motion by Bell ESU 10 and a second by Schnoes ESU 03.

Paul Calvert:	Yea
Schnoes ESU 03:	Yea
Lofquist ESU 09:	Yea
Bell ESU 10:	Yea
Barnes ESU 11:	Yea
West ESU 13:	Yea

Yea: 6, Nay: 0

3.2. Legislative Update (Bromm & Associates and NCSA)

Mike Dulaney (NCSA) gave a legislative update.

Jason and Kurt Bromm gave a legislative update.

Bills discussed include LB778, LB998, LB295, LB1084, LB640, LB1103, LB1108, LB850, LB997, LB829, and LB651.
LB998 may hit the floor on Friday, March 9th.
The budget and tax relief will be priorities and may take time to resolve, possibly leaving less time for consideration of other bills.
Possible budget cuts of 2% this year and 4% next year were noted.
It was noted that there is very little support for LB651 in the ESU 10, ESU 13 and ESU 15 areas, reviews are mixed in the ESU 3 area.
Regarding LB829, signatures are being collected.

With term limits, there will be many new senators next year. ESUCC should continue meeting with senators and marketing/Legislative Day. The committee also discussed meeting with future candidates.

3.2.1. LB651 - Adopt the Nebraska Reading Improvement Act

Linehan - LB651 - Adopt the Nebraska Reading Improvement Act

3.2.2. LB801 - Adopt the Panhandle Beginnings Act to provide certain services to school-age children

LB801 - Adopt the Panhandle Beginnings Act to provide certain services to school-age children by Senator Stinner

3.2.3. LB803 - Change provisions related to kindergarten, early childhood education, and the Step Up to Quality Childcare Act

Stinner - LB803 - Change provisions related to kindergarten, early childhood education, and the Step Up to Quality Childcare Act

3.2.4. LB829 - Adopt the Property Tax Relief Act

Erdman - LB829 - Adopt the Property Tax Relief Act

3.2.5. LB851 - Limit superintendent and educational service unit administrator compensation

LB851 - Limit superintendent and educational service unit administrator compensation by Senator Linehan

3.2.6. LB876 - Change special education reimbursements

LB876 - Change special education reimbursements by senator Kolowski

3.2.7. LB944 - Provide, change, and eliminate provisions relating to appropriations and reduce appropriations
LB944 - Provide, change, and eliminate provisions relating to appropriations and reduce appropriations by Speaker Scheer

3.2.8. LB945 - Provide for transfers of funds and change transfer provisions

LB945 - Provide for transfers of funds and change transfer provisions by Speaker Scheer

3.2.9. LB946 - Change provisions relating to the Cash Reserve Fund

LB946 - Change provisions relating to the Cash Reserve Fund by Speaker Scheer

3.2.10. LB947 - Adopt the Nebraska Property Tax Cuts and Opportunities Act, change income tax rates, and eliminate certain exemptions and credits

Senator Smith - LB947 - Adopt the Nebraska Property Tax Cuts and Opportunities Act, change income tax rates, and eliminate certain exemptions and credits

3.2.11. LB997 - Provide limits on salaries of administrative employees of political subdivisions

LB997 - Provide limits on salaries of administrative employees of political subdivisions by Senator Murante

3.2.12. LB998 - Create the Collaborative School Behavioral and Mental Health Program
LB998 - Create the Collaborative School Behavioral and Mental Health Program
Senator Wlaz

3.2.13. LB1001 - Provide for a review of the financing of schools

Briese - LB1001 - Provide for a review of the financing of schools

3.2.14. LR285CA - Constitutional amendment to eliminate the State Board of Education

LR285CA - Constitutional amendment to eliminate the State Board of Education by Senator Murante

3.3. Economic Forecast Board
Economic Forecast Advisory Board
Executive Director gave an update

3.4. Recap Legislative Day/Marketing
The Educational Service Unit Coordinating Council will host an event for Senators Friday, Feb. 23, 2018 from noon-2:00 PM in room 1023 for Senators, staff and ESU administrators
ESU Senator Info - This is the list of Senators in your ESU. Please make by your ESU what you plan to bring/present at the luncheon.
Senator Luncheon - This is the RSVP for the Luncheon. Please fill in your information or let me know, how many from your ESU will be coming/who they are?

Executive Director received positive feedback.

3.5. ESUCC Proposed Legislation

Executive Director would like to meet in the near future (May or June) to discuss possible legislation to support ESUs for next year.

4. Next Meetings Agenda Items

5. Executive Session

The ESU Coordinating Council is authorized by state statute to enter into executive session. Executive session may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, 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; and (e) legal advice.

Explanation

At this point, it is appropriate for the Board to meet in closed session for one of the stated matters and/or any other permissible closed session matters in compliance with the law.

PROPOSAL:

That the Board hold a closed session:

1. For strategy session with respect to negotiations/collective bargaining clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
2. For strategy session with respect to property/real estate matters clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
3. For strategy session with respect to pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
4. For discussion regarding deployment of security personnel or devices clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
5. For investigative proceedings regarding allegations of criminal misconduct clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. For personnel and the evaluation of job performance clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.
7. For discussions of the legal consequences of specific action and legal advice clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law.

6. Adjournment

Meeting adjourned at 12:00 p.m.

BROMM NIELSEN & MINES

LOBBYING • GOVERNMENT RELATIONS • ISSUE MANAGEMENT

LOBBY RETAINER AGREEMENT

Educational Service Unit Coordinating Council (Client) hereby retains Bromm, Nielsen & Mines, LLC, (Lobbyist) to represent the Client before the Nebraska Legislature during the 2018 interim, and the 2019 and 2020 Legislative Session through October 1, 2020. The purpose is to provide lobby services to monitor educational related issues of concern to the Client.

The Client agrees it will pay on the following schedule:
$13,750.00 for lobbying and $200.00 registration fee on or before November 1, 2018
$13,750.00 on or before March 1, 2019
$13,750.00 for lobbying and $200.00 registration fee on or before November 1, 2019
$13,750.00 on or before March 1, 2020

If unexpected or unusual expenses are expected to be incurred, the Lobbyist will obtain prior approval from the client prior to incurring any such additional expenses.

The Lobbyist will report directly to the Executive Director, David M. Ludwig. Lobbyist will attend relevant meetings and hearings, monitor the relevant legislation, consult on strategy and other communications with Senators. Lobbyist will file all reports with the Accountability and Disclosure Commission required by law to be filed by the retained Lobbyist. The Client will file all reports with the Accountability and Disclosure Commission required to be filed by principal.

Dated this _____ day of _____, 2018.

EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL

By_____
David M. Ludwig,
Executive Director

BROMM, NIELSEN & MINES, LLC

By_____
Jason Bromm